NENA Inter-Agency Agreements
Model Recommendations
Information Document

NENA Inter-Agency Agreements Model Recommendations Information Document

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Prepared by:
National Emergency Number Association (NENA) PSAP Operations Committee, Contingency Planning Subcommittee, Contingency Planning Document Review Work Group

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NENA INFORMATION DOCUMENT

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1700 Diagonal Rd, Suite 500
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202-466-4911
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ACKNOWLEDGEMENTS


NENA recognizes the following industry experts and their employers for their contributions in development of this document.

Executive Board Approval Date 01/08/2015

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This working group also thanks Pete Eggimann and Jim Shepard, Development Steering Council Co-Chairs; Roger Hixson, Technical Issues Director; and Ty Wooten, Director of Education and Operational Issues Director.
# Table of Contents

1 EXECUTIVE OVERVIEW ........................................................................................................... 5  
2 INTRODUCTION ................................................................................................................... 5  
2.1 OPERATIONS IMPACTS SUMMARY ................................................................................... 5  
2.2 TECHNICAL IMPACTS SUMMARY .................................................................................... 6  
2.3 SECURITY IMPACTS SUMMARY ....................................................................................... 6  
2.4 DOCUMENT TERMINOLOGY .............................................................................................. 6  
2.5 REASON FOR ISSUE/REISSUE ......................................................................................... 6  
2.6 RECOMMENDATION FOR ADDITIONAL DEVELOPMENT WORK ................................. 6  
2.7 DATE COMPLIANCE .......................................................................................................... 7  
2.8 ANTICIPATED TIMELINE .................................................................................................... 7  
2.9 COST FACTORS ................................................................................................................. 7  
2.10 COST RECOVERY CONSIDERATIONS .............................................................................. 7  
2.11 ADDITIONAL IMPACTS (NON COST RELATED) ............................................................ 7  
2.12 INTELLECTUAL PROPERTY RIGHTS POLICY .............................................................. 7  
2.13 ACRONYMS/ABBREVIATIONS, TERMS AND DEFINITIONS ........................................... 8  
3 MEMORANDUM OF UNDERSTANDING .............................................................................. 8  
3.1 DISCUSSION ...................................................................................................................... 8  
4 MUTUAL AID AGREEMENT .................................................................................................. 9  
5 MEMORANDUM OF AGREEMENT ....................................................................................... 9  
5.1 DISCUSSION ...................................................................................................................... 9  
6 RECOMMENDED READING AND REFERENCES ................................................................ 9  
7 PREVIOUS ACKNOWLEDGMENTS ..................................................................................... 10  
8 EXHIBITS MEMORANDUM OF UNDERSTANDING ............................................................. 11  
8.1 MEDIA ............................................................................................................................... 11  
8.2 HOMELAND SECURITY/EMA ........................................................................................... 13  
8.3 FIRST RESPONDERS ....................................................................................................... 15  
8.4 GOVERNMENTAL AGENCIES .......................................................................................... 17  
8.5 UTILITIES ........................................................................................................................ 19  
8.6 N11 SERVICES ................................................................................................................ 21  
8 EXHIBITS MUTUAL AID AGREEMENTS ............................................................................. 23  
8.1 MEDIA ............................................................................................................................... 23  
8.2 HOMELAND SECURITY/EMA ........................................................................................... 25  
8.3 FIRST RESPONDERS ....................................................................................................... 27  
8.4 GOVERNMENTAL AGENCIES .......................................................................................... 29  
8.5 UTILITIES ........................................................................................................................ 31  
8.6 N11 SERVICES ................................................................................................................ 33  
9 EXHIBITS MEMORANDUM OF AGREEMENT ...................................................................... 35
1 Executive Overview

This document is provided as a Model Recommendation for the development of Mutual Aid Agreements and Memorandums of Understanding (MOUs) between Public Safety Answering Points and affiliated or support organizations. The documents discussed and included herein 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. As technology changes; the possibility of additional data and resources being available to the PSAP for use in call receipt, processing and coordination will require a change in how data is received and processed. These changes will also provide new opportunities to share appropriate data and resources with affiliated and support agencies. It is imperative that PSAPs make every effort to plan for these opportunities and where feasible to have agreements in place to ensure timely, accurate, legal and secure methods of sharing these resources. In planning for resource sharing each PSAP should have an understanding of what data and resources are available or may be requested from other agencies. It is also important that the means of a request, the type of information, and the manner in which information and resources are shared be agreed upon during the planning phase.

This document provides models intended to be refined by the user to best meet their needs. All elements should be detailed to the extent required for the agencies involved and should be reviewed by each agencies legal counsel prior to implementation of such an agreement.

Purpose and Scope of Document

The purpose of the NENA Inter-Agency Agreements Model Recommendations is to provide rationale and guidance for the development, promulgation and implementation of agreements between public safety communications, affiliated agencies and private entities to share information and resources as needed to provide the highest level of service to the citizens. It’s the intent of this document to provide sample templates that PSAPs can utilize to create agreements that meets the needs of their agency.

Reason to Implement

The NENA Inter-Agency Agreements Model Operations Information Document has been developed to assist PSAPs plan for enhanced data and resources availability which may provide opportunities to better serve the public.

Benefits

Implementation of these recommendations will provide guidance for the development of agreements between PSAPs and other organizations.

2 Introduction

2.1 Operations Impacts Summary

This document is intended as guideline to a PSAP manager to preplan how data and resources might be shared with other PSAPs. A PSAP manager should use this document as a guide to draft inter agency agreements with local, state and federal agencies to share data and resources. Operational
impacts will vary between PSAPs based on their interagency agreements, including the type and size of agencies they are partnering with. Examples of interagency PSAPS may include Universities, Ports, Tribal Lands and Military facilities.

2.2 Technical Impacts Summary
The technical impacts will vary between PSAPs. It will depend on what data and resources the agencies agree to share, and the infrastructure already in place by each PSAP.

2.3 Security Impacts Summary
PSAPs should consider technical and operational security impacts to comply with current NENA documents when developing their agreements. PSAPs should take into consideration any internal, local, state and federal recommendations and or requirements. All security related concerns should be reviewed by each agencies legal team.

2.4 Document Terminology
The terms "shall", "must", "mandatory", and "required" are used throughout this document to indicate normative requirements and to differentiate from those parameters that are recommendations. Recommendations are identified by the words "should", "may", "desirable" or "preferable".

2.5 Reason for Issue/Reissue
NENA reserves the right to modify this document. Upon revision, the reason(s) will be provided in the table below.

<table>
<thead>
<tr>
<th>Doc #</th>
<th>Approval Date</th>
<th>Reason For Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>NENA-53-506</td>
<td>05/26/2009</td>
<td>Initial Document</td>
</tr>
<tr>
<td>NENA-INF-012.2-2015</td>
<td>01/08/2015</td>
<td>This document was updated and reissued by NENA to ensure content was current with industry changes and advancements made since the original issue date.</td>
</tr>
</tbody>
</table>

2.6 Recommendation for Additional Development Work
At this time there is no need for Operational Standards regarding Inter-Agency Agreements. Assuming compliance with NENA security standards and recommendations, there is no need at this time for Technical Standards regarding Inter-Agency Agreements.

2.7 Date Compliance
All systems that are associated with the 9-1-1 process shall be designed and engineered to ensure that no detrimental, or other noticeable impact of any kind, will occur as a result of a date/time change up to 30 years subsequent to the manufacture of the system. This shall include embedded application(s), computer-based or any other type application.
2.8 Anticipated Timeline
Anticipated timeline will vary depending on the complexity of the agreement, the stakeholders involved and the legal review process. A timeline should be established with all stakeholders to draft and implement agreement(s).

2.9 Cost Factors
The cost to implement this recommendation will be divided among two activities:

- Planning, this includes the development of Agreements.
- Preparedness, which should include any training, drills and exercises to ensure agreements can be implemented and meet the needs of the agencies.

- During the development of the Agreements cost allocation should be discussed and agreed upon among the stakeholders. Cost could vary for each stakeholder depending on their size and needs to implement the agreement.

- Agreed upon costs should be well documented in any MOU.

2.10 Cost Recovery Considerations
The normal business practices shall be assumed to be the cost recovery mechanism. Agencies should research and apply for any applicable grant funding to offset or recover the costs of their agreement.

2.11 Additional Impacts (non cost related)
The information or requirements contained in this NENA document are expected to have possible impacts, based on the analysis of the authoring group. At the date of publication of this document, development had not started. The primary impacts are contingent on the agreements contained within the MOUs.

2.12 Intellectual Property Rights Policy
NOTE: The user's attention is called to the possibility that compliance with this standard may require use of an invention covered by patent rights. By publication of this standard, NENA takes no position with respect to the validity of any such claim(s) or of any patent rights in connection therewith. If a patent holder has filed a statement of willingness to grant a license under these rights on reasonable and nondiscriminatory terms and conditions to applicants desiring to obtain such a license, then details may be obtained from NENA by contacting the Committee Resource Manager identified on NENA's website at www.nena.org/ipr.

Consistent with the NENA IPR Policy, available at www.nena.org/ipr, NENA invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement this standard.

Please address the information to:
National Emergency Number Association
1700 Diagonal Rd, Suite 500
2.13 Acronyms/Abbreviations, Terms and Definitions

Some acronyms/abbreviations, terms and definitions used in this document may have not yet been included in the master glossary. After initial approval of this document, they will be included. See NENA-ADM-000, NENA Master Glossary of 9-1-1 Terminology, located on the NENA web site for a complete listing of terms used in NENA documents. All acronyms used in this document are listed below, along with any new or updated terms and definitions.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
<th>(N)ew</th>
<th>(U)update</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOA (Memorandum of Agreement)</td>
<td>A Memorandum of Agreement or cooperative agreement is a document written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective.</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>MOU (Memorandum of Understanding)</td>
<td>A Memorandum of Understanding is a document that expresses mutual accord on an issue between two or more parties.</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Mutual Aid Agreement</td>
<td>Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.</td>
<td>N</td>
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</table>

3 Memorandum of Understanding

A Memorandum of Understanding is a document that expresses mutual accord on an issue between two or more parties. MOUs are generally recognized as binding, even if no legal claim could be based on the rights and obligations laid down in them. To be legally operative, a MOU must (1) identify the contracting parties, (2) spell out the subject matter of the agreement and its objectives, (3) summarize the essential terms of the agreement, and (4) must be signed by the contracting parties. Also called letter of intent or Service Level Agreement. (BusinessDictionary.com. http://www.businessdictionary.com/definition/memorandum-of-understanding-MOU.html)

3.1 Discussion

Many companies and governmental agencies use MOUs to define relationships and responsibilities between departments. These documents are designed to ensure smooth operations where there are or may be the need to share resources.

MOUs are developed to provide a clear understanding of each party's responsibilities and expectations for pre-determined criteria.
MOUs are often, but not always, preliminary documents which will lead to a formal Mutual-aid agreement.

4  Mutual Aid Agreement

A Mutual Aid Agreement is a written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment. A reciprocal aid agreement between two or more agencies that defines what resources each will provide to the other.

Discussion

Many governmental agencies use mutual aid agreements to formalize resource sharing. These agreements are common regarding emergency response equipment and for disaster preparedness. The attached documents focus on information sharing.

5  Memorandum of Agreement

A Memorandum of Agreement is a draft agreement that establishes the scope of an association and delineation of responsibilities.

A clear definition is found on Wikipedia: A memorandum of agreement (MOA) or cooperative agreement is a document written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. The purpose of an MOA is to have a written understanding of the agreement between parties.

5.1  Discussion

Many agencies use a memorandum of agreement as the formal documentation of how they will cooperatively work together on an agreed upon project or meet an agreed upon objective. The main purpose of a MOA is to have a written understanding of the responsibilities and expectations of each party. The MOA can be a legal document that is binding and hold the parties responsible to their commitment or just a partnership agreement.

6  Recommended Reading and References

NENA Mutual Aid Standard/Model Recommendation, NENA-STA-009 (originally NENA 52-002)

PSAPs should consider referring to other NENA documents and standards that may have additional impacts to the agreements they are drafting.
## 7 Previous Acknowledgments

NENA-53-506 Executive Board Approval Date, 05/26/2009

<table>
<thead>
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Exhibits Memorandum of Understanding

7.1 Media

MEMORANDUM OF UNDERSTANDING

Between

The County of _____________________________

And

(MEDIA ENTITY)

PURPOSE

1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of ______________ and (MEDIA ENTITY), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system. Each organization supports the identification, notification, or response coordination of requests for service. It is intended that this agreement will promote joint coordination of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION

2. The County recognizes (MEDIA ENTITY) as a public service organization, which provides timely and relevant information to citizens during an incident in which rapid and reliable communication with the public is necessary.

2.1 (MEDIA ENTITY) recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of public safety requests for assistance.

PRINCIPLES OF AGREEMENT

3. In order that the parties may share authorized information in performing their respective duties to provide the best services to the citizens, the following principles and methods are agreed upon:

3.1 The parties may exchange authorized information, as appropriate, through voice, text and images to enhance notification, receipt, processing, dispatching and monitoring of critical events.

3.2 The parties agree to treat all information received as confidential and protected and use information only for the successful resolution of the incident and to provide services for the health, welfare and safety of the citizen.

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public. The parties, through these protocols and
procedures, will try to maximize benefit to the public in accordance with applicable laws and regulations.

3.4 The parties will work with each other to meet the needs of the public by providing relevant and authorized information either maintained or received by either party which may assist either party in fulfilling its duties as they relate to providing service to the public during an emergency event.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________  Date___________________

_______________________  _______________________

County of (MEDIA ENTITY)
7.2 Homeland Security/EMA

MEMORANDUM OF UNDERSTANDING
Between
The County of _____________________________
And
(EMAs/EMA/Homeland Security)

PURPOSE
1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of _______________ and (EMA/Homeland Security), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system. Each organization supports the identification, notification, receipt, processing, dispatching or response coordination of emergency requests for assistance and disaster operations. It is intended that this agreement will promote joint coordination of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION
2. The County recognizes (EMA/Homeland Security) as a public safety agency, which provides (Local, State, Regional, Federal assistance) during a request for assistance and throughout all phases of disaster.

2.1 EMA/Homeland Security recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of emergency calls for assistance and the first level of response coordination and public assistance during disaster.

PRINCIPLES OF AGREEMENT
3. In order that the parties may share authorized information in performing their respective duties to provide the best emergency services to the citizens, the following principles and methods are agreed upon:

3.1 The parties may exchange authorized information, as required, through voice, text and images to enhance call notification, receipt, processing, dispatching and monitoring of emergency requests for assistance.

3.2 The parties agree to treat all information received as confidential and protected, use information only for the successful resolution of the incident, and to provide services for the health, welfare and safety of the citizen.

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public during emergencies. The parties, through these
protocols and procedures, will try to maximize benefit to the public while minimizing risk of information being used for non-public safety actions.

3.4 The parties will work with each other to meet the needs of the public by providing relevant and authorized information either maintained or received by either party which may assist either party in fulfilling its duties as they relate to providing service to the public during an emergency event.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________          Date___________________

__________________________________  __________________________________
County of ___________________________          EMA/Homeland Security
7.3 First Responders

MEMORANDUM OF UNDERSTANDING
Between
The County of ______________________
And
(FIRST RESPONSE AGENCY)

PURPOSE
1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of ______________ and (FIRST RESPONSE AGENCY), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system and emergency activities. Each organization supports the identification, notification, receipt, processing, dispatching or response coordination of emergency requests for assistance. It is intended that this agreement will promote joint coordination and exercise of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION
2. The County recognizes (FIRST RESPONSE AGENCY) as a public service organization, which provides (Insert service) to citizens during a request for assistance.

2.1 (FIRST RESPONSE AGENCY) recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of emergency calls for assistance.

PRINCIPLES OF AGREEMENT
3. In order that the parties may share authorized information in performing their respective duties to provide the best emergency services to the citizens, the following principles and methods are agreed upon:

3.1 The parties will exchange authorized information, as required, through voice, text and images to enhance notification, receipt, processing, dispatching and monitoring of emergency requests for assistance.

3.2 The parties agree to treat all information received as confidential and protected, use information only for the successful resolution of the incident, and to provide services for the health, welfare and safety of the citizen.

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public during emergencies. The parties, through these
protocols and procedures, will try to maximize benefit to the public while minimizing risk of information being used for non-public safety actions.

3.4 The parties will work with each other to meet the needs of the public by providing relevant and authorized information either maintained or received by either party which may assist either party in fulfilling its duties as they relate to providing service to the public during an emergency event.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

3.6 If needed, a non-disclosure agreement may be executed between the parties.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________       Date___________________

_________________________       _______________________
County of                       FIRST RESPONSE AGENCY
7.4 Governmental Agencies

MEMORANDUM OF UNDERSTANDING
Between
The County of _____________________________
And
(GOVERNMENT ENTITY)

PURPOSE
1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of ______________ and (GOVERNMENT ENTITY), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system. Each organization supports the identification, notification, receipt, processing, dispatching or response coordination of emergency requests for assistance. It is intended that this agreement will promote joint coordination and exercise of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION
2. The County recognizes (GOVERNMENT ENTITY) as a public service agency, which provides (Insert service) to citizens during a request for assistance and has responsibilities during all phases of disaster planning, response and recovery.

2.1 (GOVERNMENT ENTITY) recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of emergency calls for assistance and the first level of information and assistance during a disaster.

PRINCIPLES OF AGREEMENT
3. In order that the parties may share authorized information in performing their respective duties to provide the best emergency services to the citizens, the following principles and methods are agreed upon:

3.1 The parties will exchange authorized information, as required, through voice, text and images to enhance call notification, receipt, processing, dispatching and monitoring of emergency requests for assistance.

3.2 The parties agree to treat all information received as confidential and protected, use information only for the successful resolution of the incident, and to provide services for the health, welfare and safety of the citizen.
3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public during emergencies. The parties, through these protocols and procedures, will try to maximize benefit to the public while minimizing risk of information being used for non-public safety actions.

3.4 The parties will work with each other to meet the needs of the public by providing relevant and authorized information either maintained or received by either party which may assist either party in fulfilling its duties as they relate to providing service to the public during an emergency event.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________                                   Date___________________

_______________________                                   _________________________

County of                                                      GOVERNMENT ENTITY
7.5 Utilities

MEMORANDUM OF UNDERSTANDING

Between
The County of _____________________________
And
(Profit)

PURPOSE
1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of ______________ and (Utility), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system. Each organization supports the identification, notification, receipt, processing, interim assistance, dispatching or response coordination of emergency requests for assistance. It is intended that this agreement will promote joint coordination of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION
2. The County recognizes (Utility) as a public service organization, which provides (Insert service) to citizens and may have or require additional information to serve the public during a call for assistance or disaster.

2.1 (Utility) recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of emergency calls for assistance.

PRINCIPLES OF AGREEMENT
3. In order that the parties may share authorized information in performing their respective duties to provide the best emergency services to the citizens, the following principles and methods are agreed upon:

3.1 The parties will exchange authorized information, as required, through voice, text and images to enhance notification, receipt, processing, dispatching and monitoring of critical events.

3.2 The parties agree to treat all information received as confidential and protected, use information only for the successful resolution of the incident, and to provide services for the health, welfare and safety of the citizen.

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public during emergencies. The parties, through these
protocols and procedures, will try to maximize benefit to the public while minimizing risk of information being used for non-public safety actions.

3.4 The parties will cooperate with each other to meet the needs of the public by providing relevant and authorized information maintained or received by either party which may assist either party in fulfilling its duties.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

3.6 If needed, a non-disclosure agreement may be executed between the parties.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________  Date___________________

_________________________________  _________________________

County of ___________________________  Utility
7.6 N11 Services

MEMORANDUM OF UNDERSTANDING
Between
The County of _____________________________
And
(N11)

PURPOSE
1. This purpose of this document is to state the terms of a mutual agreement (Memorandum of Understanding) between the County of ______________ and (N11), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for receipt, dissemination and protection of information received or accessed as part of the County’s NG9-1-1 system. Each organization supports the identification, notification, receipt, processing, dispatching or response coordination of emergency requests for assistance. It is intended that this agreement will promote joint coordination of the resources of both entities to share authorized information in a responsible manner for the benefit of the citizens.

RECOGNITION
2. The County recognizes (N11) as a public service organization, which provides (Insert service) to citizens during a request for assistance.

2.1 (N11) recognizes the County as the Authority having Jurisdiction for the receipt, processing, dispatching and response coordination of emergency calls for assistance.

PRINCIPLES OF AGREEMENT
3. In order that the parties may share authorized information in performing their respective duties to provide the best emergency services to the citizens, the following principles and methods are agreed upon:

3.1 The parties will exchange authorized information, as required, through voice, text and images to enhance call notification, receipt, processing, dispatching and monitoring of emergency requests for assistance.

3.2 The parties agree to treat all information received as confidential and protected, use information only for the successful resolution of the incident, and to provide services for the health, welfare and safety of the citizen.

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public during emergencies. The parties, through these protocols and procedures, will try to maximize benefit to the public while minimizing risk of information being used for non-public safety actions.
3.4 The parties will work with each other to meet the needs of the public by providing relevant and authorized information either maintained or received by either party which may assist either party in fulfilling its duties as they relate to providing service to the public during an emergency event.

3.5 The parties will develop methods of communications to report misdirected transmissions or usage of unauthorized information.

3.6 If needed, a non-disclosure agreement may be executed between the parties.

4. This memorandum shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of the parties and will remain in effect until terminated by either party, upon ninety (90) days advance written notice to the other. Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

Date___________________  Date___________________

_______________________  ______________________

County of  N11
8 Exhibits Mutual Aid Agreements

8.1 Media

AGREEMENT FOR INFORMATION SHARING

This AGREEMENT, made the _________ day of ____________ 20___ by and between the County of _____________, hereinafter referred to as “____________” and the (Media) ________________, hereinafter referred to as “___________________”.

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop aid AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies: and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (Media) ___________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (Media) _______ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to the following circumstances and/or situations.
   a. The transmission of information owned, maintained or received by either party in response to an occurrence resulting in a request for assistance;
b. The transmission of information owned or received by either party in response to an occurrence requiring additional information before the need for a response has been made;

c. The transmission of information owned or received by either party in response to a request for authorized information from a responder in the performance of their duty:

3. Any sharing of information by either or both parties pursuant to this AGREEMENT shall be subject to the following terms and conditions:
   a. Any request for information hereunder shall state the type of information and the purpose for the request.
   b. Information may only be used for the purpose stated.
   c. Information may only be used for the incident connected to the information exchange.
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this agreement.
   e. Information received by (Media) that includes protected information such as: name, address, and medical conditions may not be redistributed unless specifically authorized by (Your Agency).

4. This AGREEMENT shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the AGREEMENT, after approval, are deposited with each of the parties.

5. This AGREEMENT shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other party to this AGREEMENT.

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

___________________________  _________________________
County Commissioner           (MEDIA Representative)

___________________________
County Commissioner

___________________________
County Commissioner

___________________________
County Clerk

01/08/2015  Page 24 of 36
8.2 Homeland Security/EMA

AGREEMENT
FOR
INFORMATION SHARING

This AGREEMENT, made the _________ day of ____________ 20___ by and between the County of ________________, hereinafter referred to as “___________” and the (EMA/Homeland Security) _______________, hereinafter referred to as “_______________________”.

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop aid AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies; and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (EMA/Homeland Security) ________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (EMA/Homeland Security) __________ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to transmission of information either maintained or received by either party under the following circumstances and/or situations:
   a. In response to an occurrence resulting in a request for assistance;
   b. To prepare for a future event;
c. To a request for authorized information from a responder in the performance of their duty;

3. Any sharing of information by either party pursuant to this AGREEMENT shall be subject to the following terms and conditions:
   a. The type of information and the purpose for the request shall be stated according to standard operating procedures of the parties;
   b. Information may only be used for the purpose stated;
   c. Information may only be used for the incident connected to the information exchange;
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this agreement.

4. This AGREEMENT shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the AGREEMENT, after approval, are deposited with each of the parties.

5. This AGREEMENT shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other party to this AGREEMENT.

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

__________________________________  ______________________________________
County Commissioner                        (Emergency Management)
(Chairperson)

__________________________________
County Commissioner

__________________________________
County Commissioner

__________________________________
County Clerk
8.3 First Responders

AGREEMENT FOR INFORMATION SHARING

This AGREEMENT, made the _________ day of ____________ 20____ by and between the County of ________________, hereinafter referred to as "__________", and the (First Responder Agency) ____________, hereinafter referred to as "______________________".

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop aid AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies; and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (First Responder Agency) ________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (First Responder Agency) ______ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to transmission of information either maintained or received by either party under the following circumstances and/or situations:
   a. In response to an occurrence resulting in a request for assistance;
   b. To prepare for a future event;
c. To a request for authorized information from a responder in the performance of their duty;

3. Any sharing of information by either or both parties pursuant to this AGREEMENT shall be subject to the following terms and conditions:
   a. Any request for information hereunder shall state the type of information and the purpose for the request.
   b. Information may only be used for the purpose stated.
   c. Information may only be used for the incident connected to the information exchange.
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this agreement.

4. This AGREEMENT shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the AGREEMENT, after approval, are deposited with each of the parties.

5. This AGREEMENT shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other party to this AGREEMENT.

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

___________________________  _________________________
County Commissioner         (Agency Representative)
(Chairperson)

___________________________  _________________________
County Commissioner         (Agency Representative)

___________________________  _________________________
County Commissioner         (Agency Representative)

___________________________
County Clerk
8.4 Governmental Agencies

AGREEMENT
FOR
INFORMATION SHARING

This AGREEMENT, made the ________ day of _______ 2015 by and between the County of __________________, hereinafter referred to as ___________________ ã and the (Government Agency) __________________, hereinafter referred to as ___________________ ã

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop aid AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies; and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (Government Agency) ________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (Government Agency) ______ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to transmission of information either maintained or received by either party under the following circumstances and/or situations:
   a. In response to an occurrence resulting in a request for assistance;
   b. To prepare for a future event;
c. To a request for authorized information from a responder in the performance of their duty;

3. Any sharing of information by either or both parties pursuant to this AGREEMENT shall be subject to the following terms and conditions:
   a. Any request for information hereunder shall state the type of information and the purpose for the request.
   b. Information may only be used for the purpose stated.
   c. Information may only be used for the incident connected to the information exchange.
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this Agreement.

4. This AGREEMENT shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the AGREEMENT, after approval, are deposited with each of the parties.

5. This AGREEMENT shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other party to this AGREEMENT.

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

___________________________        __________________________
County Commissioner                  (Govt. Representative)
(Chairperson)

___________________________        __________________________
County Commissioner                  (Govt. Representative)

___________________________        __________________________
County Commissioner                  (Govt. Representative)

___________________________        __________________________
County Clerk                          Chief Clerk
8.5 Utilities

AGREEMENT
FOR
INFORMATION SHARING

This AGREEMENT, made the _________day of ____________20____ by and between the County of ________________, hereinafter referred to as ŉ_____________û and the (UTILITY Provider) ________________, hereinafter referred to as ŉ_______________________û

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies: and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (UTILITY Provider) ________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (UTILITY Provider) ______ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to transmission of information either maintained or received by either party under the following circumstances and/or situations:
   a. In response to an occurrence resulting in a request for assistance;
   b. To prepare for a future event;
c. To a request for authorized information from a responder in the performance of their duty;
d. To plan for or prevent an emergency or disaster situation;

3. Any sharing of information by either party pursuant to this AGREEMENT shall be subject to the following terms and conditions:
   a. The type of information and the purpose for the request shall be stated according to standard operating procedures of the parties;
   b. Information may only be used for the purpose stated;
   c. Information may only be used for the incident connected to the information exchange;
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this agreement.

4. This AGREEMENT shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the AGREEMENT, after approval, are deposited with each of the parties.

5. This AGREEMENT shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other party to this AGREEMENT.

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

___________________________  __________________________
County Commissioner       (Utility Rep.)
(Chairperson)

___________________________
County Commissioner

___________________________
County Commissioner

___________________________
County Clerk
8.6 N11 Services

AGREEMENT
FOR
INFORMATION SHARING

This AGREEMENT, made the _________day of ____________20____ by and between the County of ________________, hereinafter referred to as "______________", and the (N11 Provider) ________________, hereinafter referred to as "__________________, "

Whereas, pursuant to the (Insert any state or local Codes) shall, to the extent possible and reasonable, develop aid AGREEMENTs with support agencies for reciprocal emergency assistance; and

Whereas, Homeland Security Presidential Directive-5 recognizes the roles and responsibilities of local authorities in domestic incident management and the role private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies: and

Whereas, Homeland Security Presidential Directive-8 recognizes the need for active participation and involvement in preparedness efforts by all levels of government, non-governmental agencies and the public including the need for a plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government; and

Whereas, by mutual execution of this AGREEMENT, (Your Agency) and (N11 Provider) ________________ intend to formalize arrangements relative to certain reciprocal assistance by and between said parties:

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

1. (Your Agency) and (N11 Provider) _______ agree to share authorized data including, text, pictures, audio, video and other data to provide emergency and disaster services to the public and to each other upon request 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. It is further agreed, however, that each party may, in its sole discretion, take action in accordance with the terms and conditions set forth herein. Neither party shall present any claim against the other party for compensation for any loss, damage, personal injury, nor death occurring in consequence of the performance of the coordination services called for in the AGREEMENT.

2. This AGREEMENT shall apply to the following circumstances and/or situations.
   a. The transmission of information owned or received by either party in response to an occurrence resulting in a request for assistance;
b. The transmission of information owned or received by either party in response to an occurrence requiring additional information before the need for a response has been made;
c. The transmission of information owned or received by either party in response to a request for authorized information from a responder in the performance of their duty:

3. Any sharing of information by either or both parties pursuant to this **AGREEMENT** shall be subject to the following terms and conditions:
   a. Any request for information hereunder shall state the type of information and the purpose for the request.
   b. Information may only be used for the purpose stated.
   c. Information may only be used for the incident connected to the information exchange.
   d. Information received by either party may be transmitted to a third party so long as the third party and the information sharing conform to the stipulations of this agreement.
   e. Information received by either party will be accessed / utilized in accordance with applicable local, state and federal regulations.

4. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate agency representatives. Duly authenticated copies of the **AGREEMENT**, after approval, are deposited with each of the parties.

5. This **AGREEMENT** shall continue in force and remain binding on each party until the appropriate party representatives take action to withdraw there from. Such action shall be effective until 90 days after notice of withdrawal to the other party to this **AGREEMENT**.

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

___________________________  ________________________
County Commissioner           (N11 Rep.)
(Chairperson)

___________________________
County Commissioner

___________________________
County Commissioner

___________________________
County Clerk

01/08/2015                             Page 34 of 36
9   Exhibits Memorandum of Agreement

MEMORANDUM OF AGREEMENT
Cooperative Agreement for Public Safety
BETWEEN
The County of ____________
AND
( Entity)

Subject:
Cooperative Agreement for Public Safety related to the collection and sharing of information to assist with the prevention, reporting, dispatch and safe resolution of emergency and urgent situations.

Purpose:
To establish guidance and outline the respective functions of the parties to the Memorandum of Agreement (MOA) with respect to the sharing of authorized information to assist during emergency events and to develop a partnership focused on preparing for and responding to emergencies.

Background:
The ( County) Public Safety Answering Point (PSAP) and ( Entity) have multi-functional roles in sharing information which may assist in the prevention, detection, reporting and response to emergency and urgent situations. The PSAP and ( Entity) have access to information which may contribute to the safety of citizens, responders and property during emergency situations. The intent of this document is to provide a framework for sharing authorized information during emergency situations. It is anticipated that this information would be requested as required to reduce a threat to public safety. This agreement is entered into on a voluntary basis, and describes the type of information to be shared and the media for sharing such information.

Definition:
An emergency situation is an event which, real or perceived, has the potential to adversely impact lives or property and requires the response of trained personnel.

Responsibilities:
The parties hereby agree as follows:

a) the parties may exchange authorized information, as appropriate, through voice, text and images to enhance notification, receipt, processing, dispatching and monitoring of critical events.

b) the parties agree to treat all information received as confidential and protected and the use of said information is only for the successful resolution of the incident which will provide the necessary services to ensure the health, welfare and safety of the citizens.
c) the parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public. The parties, through these protocols and procedures, will try to maximize benefit to the public in accordance with applicable laws and regulations.

d) the parties will work with each other to meet the needs of the public by providing relevant and authorized information, either maintained or received by either party, which may assist either party in fulfilling their duties as it relates to providing service to the public during an emergency event.

e) The parties will develop methods of communication which will report the unauthorized use of said information.

f) Nothing herein will create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

**Effective Date:**
This MOA will become effective on the date all parties have affixed their signature hereto. This MOA supersedes any previous agreements and will remain in effect indefinitely unless either party requests termination or modification of this agreement. A 30-day written notice is expected to be given by either party to terminate this agreement.

The parties hereto have reviewed, agreed upon, and executed this Agreement in duplicate by proper persons duly authorized. Both organizations will maintain original copies of the document with all signatures affixed.

County of ______________

_________________________ _________________________ _________________________

Print Name: | Signature | Date

Title:

*{Entity}*

_________________________ _________________________

Print Name: | Signature | Date

Title: