

# NENA Mutual Aid Standard/Model Recommendation



NENA Mutual Aid Standard/Model Recommendation

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Prepared by:

National Emergency Number Association (NENA) PSAP Operations Committee, Contingency Planning Subcommittee, Contingency Planning Document Review Working Group

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## ACKNOWLEDGEMENTS

National Emergency Number Association (NENA) PSAP Operations Committee, Contingency Planning Subcommittee, Contingency Planning Document Review Working Group developed this document.

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

Executive Board Approval Date: 05/07/2015

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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.

### **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, affiliated agencies and private entities to assure adequate resources during disaster. It's the intent of this document to provide sample templates that PSAP's can utilize to create agreements that meets the needs of their agency.

### **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.

### **Benefits**

Implementation of these recommendations will:

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

## 2 Introduction

### 2.1 Operations Impacts Summary

This document is intended as a guideline to a PSAP manager to develop and implement agreements between public safety communications agencies, affiliated agencies and private entities for support during incidents that have operational impacts to the PSAP. Incidents can be defined as internal or external. Operational impacts will vary between PSAP's based on your agreements, including the type and size of agencies you are partnering with.

## 2.2 Technical Impacts Summary

Technical impact will vary greatly depending upon the size and duration of the event. 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.

## 2.3 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.

When developing agreements agencies should factor how they are going to manage:

- Username/Login authority to access
- Facility access
- DOJ/NCIC access
- Workflow
- Work Space
- Tracking personnel and their duty time
- Personnel Identification – ID
- Who's authority will personnel work under (training, experience, liability)

## 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.

Doc #	Approval Date	Reason For Changes
NENA-53-002	06/25/2005	Initial Document
NENA-STA-009.2-2015	05/07/2015	This document was updated and reissued by NENA to ensure content was current with industry changes and advancements made since the original issue date.

## **2.6 Recommendation for Additional Development Work**

No additional development work recommended at this time.

## **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. The timeline should be determined during the pre-planning 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 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.

## **2.10 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. PSAPs should include their cost recovery plan in their agreements.

## **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 outlined in your mutual aid agreements.

## **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](http://www.nena.org/ipr).

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Please address the information to:

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1700 Diagonal Rd, Suite 500  
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### 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.

The following Acronyms are used in this document:		
Acronym	Description	(N)ew (U)pdate
<i>MOU</i>	Memorandum of Understanding	
<i>PSAP</i>	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

It is a good idea that any law, regulation or standard under which the agreement is being developed be cited.

### 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. Include a photo of equipment resources if available.

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. The duration and extent of the mutual aid provided may have an impact on your local, state and federal reimbursement. Agencies should review all local, state and federal reimbursement procedures and documentation required prior to drafting their agreement.

### **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, local, state and federal 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. Agencies may consider establishing a start and ending date for their agreement. Language may be added to the agreement establishing how either party can terminate with or without cause.

### **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 Recommended Reading and References**

### **4.1 American Radio Relay League – Memorandum of Understanding with the American Red Cross**

<http://www.arrl.org/files/file/MOU%20ARRL%20Red%20Cross%20Nov2010%20Update.pdf>

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

<http://intrastatema.insct.org/wp-content/uploads/2012/11/Kentucky.pdf>

### **4.3 Florida Chapter Associated Public Safety Communications Officials Statewide Public Safety Communications Mutual Aid Plan**

<https://transition.fcc.gov/pshs/docs/clearinghouse/plans/florida-statewide-plan.pdf>

### **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. <http://www.ncnena.org/tert/58-tert-memorandum-of-understanding.html>

### **4.5 North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement**

<http://www.readynclocal.org/mutual-aid.aspx>

#### **4.6 State of Washington Mutual Aid and Interlocal Agreement**

Washington Statutes and Codes 38.52.091 - Mutual aid and interlocal agreements -- Requirements. <http://statutes.laws.com/washington/title-38/38-52/38-52-091>

#### **4.7 Homeland Security – Writing Guide for a Memorandum of Understanding**

<http://www.dhs.gov/sites/default/files/publications/Writing%20Guide%20for%20a%20Memorandum%20of%20Understanding.pdf>

#### **4.8 DHS - Lessons Learned Information Sharing Best Practice Mutual Aid Agreements**

<http://www.homelandplanning.nebraska.edu/Documents/radioconference/moreusefulmaterials/Best%20Practice-Mutual%20Aid%20Agreements-Types%20of%20Agreements.pdf>

#### **4.9 Arizona Fire Service Mutual Aid Plan**

<http://www.azfirechiefs.org/?page=MutualAid>

#### **4.10 National Mutual Aid and Resource Management**

<https://www.fema.gov/resource-management-mutual-aid>

### **5 Previous Acknowledgments**

NENA-53-002 Executive Board Approval Date, 06/25/2005

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## Exhibit A.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**.

## 7. INDEMNIFICATION

- A. Each Agency agrees to waive all claims against all other Agencies for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement; provided however, that such claim is not a result of gross negligence or willful misconduct by an Agency or its personnel.
- B. Each Agency requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Agency rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, provided however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Agency rendering aid. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Agency rendering aid shall be the sole and exclusive responsibility of the respective Agency.
- C. Each Agency, whether an Aiding Agency or Stricken Agency, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation claims, medical and hospitalization claims of its employees and agents, and for its own property loss.
- D. Each Agency agrees to raise before any court any civil immunity provided pursuant to 745 ILCS 10/1 *et seq.* as affirmative defenses in any litigation brought by anyone whereby, as a result, any Agency to this Agreement is a defendant.

**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

## Exhibit A.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:

1. \_\_\_\_\_ 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**.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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**.



## 7. INDEMNIFICATION

- A. Each Agency agrees to waive all claims against all other Agencies for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement; provided however, that such claim is not a result of gross negligence or willful misconduct by an Agency or its personnel.
- B. Each Agency requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Agency rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, provided however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Agency rendering aid. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Agency rendering aid shall be the sole and exclusive responsibility of the respective Agency.
- C. Each Agency, whether an Aiding Agency or Stricken Agency, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation claims, medical and hospitalization claims of its employees and agents, and for its own property loss.
- D. Each Agency agrees to raise before any court any civil immunity provided pursuant to 745 ILCS 10/1 *et seq.* as affirmative defenses in any litigation brought by anyone whereby, as a result, any Agency to this Agreement is a defendant.

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

### Exhibit A.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:

1. \_\_\_\_\_ 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**.
2. 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.
3. The dispatch, by either or both Parties, of emergency service resources pursuant to this **AGREEMENT** shall be subject to the following terms and conditions:
    - a. 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;
    - b. 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;
    - c. 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.
  4. 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.
  5. 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.
  6. 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**.
  7. **INDEMNIFICATION**
    - A. Each Agency agrees to waive all claims against all other Agencies for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement;

provided however, that such claim is not a result of gross negligence or willful misconduct by an Agency or its personnel.

- B. Each Agency requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Agency rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, provided however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Agency rendering aid. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Agency rendering aid shall be the sole and exclusive responsibility of the respective Agency.
- C. Each Agency, whether an Aiding Agency or Stricken Agency, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation claims, medical and hospitalization claims of its employees and agents, and for its own property loss.
- D. Each Agency agrees to raise before any court any civil immunity provided pursuant to 745 ILCS 10/1 et seq. as affirmative defenses in any litigation brought by anyone whereby, as a result, any Agency to this Agreement is a defendant.

**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