

# **NENA Intra-Agency Agreements Model Recommendations Operations Information Document (OID)**



NENA Intra-Agency Agreements Model Recommendations Operations Information Document  
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**NENA  
OPERATIONS INFORMATION DOCUMENT**

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NENA's Operations Committee has developed this document. Recommendations for changes to this document may be submitted via email to [opsdoccomments@nena.org](mailto:opsdoccomments@nena.org) or via mail to

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## **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 attached 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 being available to the PSAP for use in call receipt, processing, dispatching and coordination will require a change in how data is received and processed. These changes will also provide new opportunities to share appropriate data 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 information. In planning for information sharing each PSAP should have an understanding of what data is 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 is 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 legal counsel prior to implementation of such an agreement.

## **2 Introduction**

### **2.1 Purpose and Scope of Document**

The purpose of the NENA Intra-Agency Agreements Model Recommendations is to provide rationale and guidance for the development, promulgation and implementation of agreements between public safety communications and affiliated agencies to share information as needed to provide the highest level of service to the citizens.

### **2.2 Reason to Implement**

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

### **2.3 Document Terminology**

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

## 2.4 Reason for Reissue

NENA reserves the right to modify this document. Upon revision, the reason(s) will be provided in the table below.

Version	Date	Reason For Changes
Version 1	05/26/2009	Initial Document

## 2.5 Recommendation for Standards Development Work

At this point there is no need for Operational Standards regarding Inter-Agency Agreements. Evaluation of whether Technical Standards are needed should be undertaken to ensure security.

## 2.6 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.

## 2.7 Acronyms/Abbreviations

Some acronyms/abbreviations used in this document have not yet been included in the master glossary. After initial approval of this document, they will be included. Link to the master glossary is located at <http://www.nena.org/>.

The following Acronyms are used in this document:	
MOU	Memorandum of Understanding
MOA	Memorandum of Agreement

## 3 Memorandum of Understanding

### 3.1 Definitions

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>)

A document that outlines each party's roles and responsibilities with regard to the sharing of information. (Financial Transactions and Reports Analysis Centre of Canada, <http://www.fintrac.gc.ca/publications/ar/2007/8-eng.asp>)

### **3.2 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**

### **4.1 Definitions**

Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.  
[www.usda.gov/wps/portal/!ut/p/s.7.0.A/7.0.1OB](http://www.usda.gov/wps/portal/!ut/p/s.7.0.A/7.0.1OB)

A reciprocal aid agreement between two or more agencies that defines what resources each will provide to the other in response to certain ...  
[co.humboldt.ca.us/planning/fire\\_safe\\_council/fireplan\\_docs/glossary\\_2005-sjwedit.doc](http://co.humboldt.ca.us/planning/fire_safe_council/fireplan_docs/glossary_2005-sjwedit.doc)

### **4.2 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**

### **5.1 Definitions**

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.



## 5.2 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 an 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 References

NENA Mutual Aid Standard/Model Recommendation, NENA 53-002

## 7 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

(Emergency Management/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

(Utility)

#### 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

*NII*

## 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 **AGREEMENT**s 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 **AGREEMENT**s 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:
  - d.
  - e.
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	



## 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 **AGREEMENT**s 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 **AGREEMENT**s 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;
  - d.
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  
(Chairperson)

\_\_\_\_\_  
(Emergency Management)

\_\_\_\_\_  
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 **AGREEMENT**s 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 **AGREEMENT**s 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;
  - d.
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  
(Chairperson)

\_\_\_\_\_  
(Agency Representative)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
(Agency Representative)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
(Agency Representative)

\_\_\_\_\_  
County Clerk

## 8.4 Governmental Agencies

### AGREEMENT FOR INFORMATION SHARING

This **AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the County of \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_” and the (*Government Agency*) \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”.

Whereas, pursuant to the (*Insert any state or local Codes*) shall, to the extent possible and reasonable, develop aid **AGREEMENT**s 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 **AGREEMENT**s 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;
  - d.
  
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  
(Chairperson)

\_\_\_\_\_  
(Govt. Representative)

\_\_\_\_\_  
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 “\_\_\_\_\_” and the (*UTILITY Provider*) \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”.

Whereas, pursuant to the (*Insert any state or local Codes*) shall, to the extent possible and reasonable, develop aid **AGREEMENT**s 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 **AGREEMENT**s 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;
  - e.
  
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  
(Chairperson)

\_\_\_\_\_  
(Utility Rep.)

\_\_\_\_\_  
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 **AGREEMENT**s 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 **AGREEMENT**s 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;
  - d.
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  
(Chairperson)

\_\_\_\_\_  
(N11 Rep.)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Clerk

## 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: