

# **NENA Inter-Agency Agreements Model Recommendations Information Document**



NENA Inter-Agency Agreements Model Recommendations Information Document

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## ACKNOWLEDGEMENTS

The National Emergency Number Association (NENA) PSAP Operations Committee, Contingency Planning Subcommittee, Contingency Planning Document Review Work 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 01/08/2015

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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 included herein should be modified to meet the unique requirements of individual States and Municipalities.

The operational ability of PSAPs is critical to the safety and welfare of the public. As technology changes; the possibility of additional data and resources being available to the PSAP for use in call receipt, processing and coordination will require a change in how data is received and processed. These changes will also provide new opportunities to share appropriate data and resources with affiliated and support agencies. It is imperative that PSAPs make every effort to plan for these opportunities and where feasible to have agreements in place to ensure timely, accurate, legal and secure methods of sharing these resources. In planning for resource sharing each PSAP should have an understanding of what data and resources are available or may be requested from other agencies. It is also important that the means of a request, the type of information, and the manner in which information and resources are shared be agreed upon during the planning phase.

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

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

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

### **Reason to Implement**

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

### **Benefits**

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

## 2 Introduction

### 2.1 Operations Impacts Summary

This document is intended as guideline to a PSAP manager to preplan how data and resources might be shared with other PSAPs. A PSAP manager should use this document as a guide to draft inter agency agreements with local, state and federal agencies to share data and resources. Operational

impacts will vary between PSAPs based on their interagency agreements, including the type and size of agencies they are partnering with. Examples of interagency PSAPS may include Universities, Ports, Tribal Lands and Military facilities.

## 2.2 Technical Impacts Summary

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

## 2.3 Security Impacts Summary

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

## 2.4 Document Terminology

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

## 2.5 Reason for Issue/Reissue

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

Doc #	Approval Date	Reason For Changes
NENA-53-506	05/26/2009	Initial Document
NENA-INF-012.2-2015	01/08/2015	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

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

## 2.7 Date Compliance

All systems that are associated with the 9-1-1 process shall be designed and engineered to ensure that no detrimental, or other noticeable impact of any kind, will occur as a result of a date/time change up to 30 years subsequent to the manufacture of the system. This shall include embedded application(s), computer-based or any other type application.

## 2.8 Anticipated Timeline

Anticipated timeline will vary depending on the complexity of the agreement, the stakeholders involved and the legal review process. A timeline should be established with all stakeholders to draft and implement agreement(s).

## 2.9 Cost Factors

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

- Planning, this includes the development of Agreements.
- Preparedness, which should include any training, drills and exercises to ensure agreements can be implemented and meet the needs of the agencies.
- During the development of the Agreements cost allocation should be discussed and agreed upon among the stakeholders. Cost could vary for each stakeholder depending on their size and needs to implement the agreement.
- Agreed upon costs should be well documented in any MOU.

## 2.10 Cost Recovery Considerations

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

## 2.11 Additional Impacts (non cost related)

The information or requirements contained in this NENA document are expected to have possible impacts, based on the analysis of the authoring group. At the date of publication of this document, development had not started. The primary impacts are contingent on the agreements contained within the MOU.

## 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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1700 Diagonal Rd, Suite 500

Alexandria, VA 22314  
 202-466-4911  
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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 Terms are used in this document:		
Term	Definition	(N)ew (U)pdate
<i>MOA (Memorandum of Agreement)</i>	A Memorandum of Agreement or cooperative agreement is a document written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective.	N
<i>MOU (Memorandum of Understanding)</i>	A Memorandum of Understanding is a document that expresses mutual accord on an issue between two or more parties.	N
<i>Mutual Aid Agreement</i>	Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.	N

## 3 Memorandum of Understanding

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

### 3.1 Discussion

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

MOUs are developed to provide a clear understanding of each party's responsibilities and expectations for pre-determined criteria.



MOUs are often, but not always, preliminary documents which will lead to a formal Mutual-aid agreement.

#### **4 Mutual Aid Agreement**

A Mutual Aid Agreement is a written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

A reciprocal aid agreement between two or more agencies that defines what resources each will provide to the other....

##### **Discussion**

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

#### **5 Memorandum of Agreement**

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

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

##### **5.1 Discussion**

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

#### **6 Recommended Reading and References**

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

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

## 7 Previous Acknowledgments

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

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## Exhibits Memorandum of Understanding

### 7.1 Media

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The County of \_\_\_\_\_**  
**And**  
**(MEDIA ENTITY)**

#### **PURPOSE**

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

#### **RECOGNITION**

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

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

#### **PRINCIPLES OF AGREEMENT**

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

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

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

3.3 The parties will establish protocols and procedures that foster efficient and secure transfer and sharing of information to help the public. The parties, through these protocols and

procedures, will try to maximize benefit to the public in accordance with applicable laws and regulations.

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

County of

*(MEDIA ENTITY)*

## 7.2 Homeland Security/EMA

### MEMORANDUM OF UNDERSTANDING

Between

The County of \_\_\_\_\_

And

(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

*NI*

## 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:
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 and **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;
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 and **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;
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 "County" and the (**Government Agency**) \_\_\_\_\_, hereinafter referred to as "Agency".

Whereas, pursuant to the (*Insert any state or local Codes*) shall, to the extent possible and reasonable, develop and **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;
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;
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 "County" and the (*N11 Provider*) \_\_\_\_\_, hereinafter referred to as "Provider".

Whereas, pursuant to the (*Insert any state or local Codes*) shall, to the extent possible and reasonable, develop and **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:
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:

