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BEST PRACTICE

Mutual Aid Agreements: Developing Agreements

PURPOSE

This Best Practice provides guidance on developing written agreements, contracts, memoranda, and legislation that will guide aid during an emergency.

SUMMARY

Mutual aid agreements should be developed only after a mutual aid committee has been formed, an inventory of resources has been taken, and a needs assessment has been conducted. Planners should ensure that future agreements do not conflict with any agreements already in place; when conflict exists, it must be addressed in the new agreement. The format of the agreement will depend on state and local law, the type and quantity of agencies involved, and the nature of the agreement, among other things.

DESCRIPTION

Future problems can be caused or avoided by the exact language contained in an agreement. Issues such as reimbursement, liability, roles, responsibilities, etc. must be addressed in the agreement as opposed to later on during or after incident response. Inclusion of the common elements listed below can help mitigate potential disputes following a mutual aid event.

Preliminary Steps

Prior Best Practices have described some important steps that should precede the drafting of an agreement:

- [A needs assessment](#)
- [A resource inventory](#)
- [Formation of a mutual aid committee](#)

Before drafting an agreement or conducting negotiations, potential partners should also consider the following:

- Although a "background check" of mutual aid agreements was conducted during the mutual aid assessment, additional research on the relationship between the interested parties is warranted. In particular, legal review is important so that new or modified agreements can avoid conflict with old ones.
- Do not rely on oral agreement, mutual understanding, clarifications, or interpretations. Personnel change, interpretations can differ, and situations can vary. "Good faith" should not be relied upon even though it is an important part of emergency response culture. Both response

and post-incident problems can be avoided by explicitly codifying expectations and requirements.

- Those with the power to authorize an agreement (e.g. mayor, county executive, director of the emergency management agency, etc.) must be involved in the process throughout.

Format Contracts

Contracts are the most common form for mutual aid agreements. Consult legal counsel for proper format and structure. The format of the contract is open-ended, but should include all of the standard elements listed below.

Most mutual aid agreements are in contract form. The [Inter-county Mutual Aid Agreement](#) in Washington State, for example, is a contract where participating counties join with an authorizing signature.

Legislation

For an organized group of jurisdictions, such as a council of governments or regional planning group, and for states, a legislative approach to a mutual aid is also possible. State law may guide the decision between legislation or a contract and legal counsel should be consulted on format. Ohio, Tennessee, and Virginia all recently enacted intrastate mutual aid agreements through legislation. At the regional level, the [Alamo Area Council of Governments](#) uses an authorizing resolution to incorporate individual jurisdictions.

Elements

Regardless of what format an agreement takes, several core elements should be addressed. These could be included as articles in a resolution or as sections in an agreement or contract. Additionally, some protocols and procedures can be addressed separately in guidebooks, appendices, or future memoranda of understanding or agreement.

- **Purpose and Scope.** Sometimes called a preamble, this section will set the tone for the agreement. It should briefly mention the need for an agreement, the range of situations in which it is applicable, and any other important high-order information. An example from National Emergency Management Association's Model Intrastate Mutual Aid Agreement:

*The purpose of this agreement is to create a system of mutual aid between participating political subdivisions in the state. Each participant of this system recognizes that emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and property. The system shall provide for mutual assistance among the participating political subdivisions in response to, and recovery from, any disaster that results in a formal declaration of emergency by a participating political subdivision, subject to that certain subdivision's criteria for declaration.*¹

- **References and Authorities.** References and Authorities refer to existing laws that authorize mutual aid contracts or compacts and also to prior agreements that will be mentioned in the agreement, such as agreements that will be superceded or will in some way affect the new agreement. The mutual aid committee should determine in the context

¹ Courtesy of the National Emergency Management Association.

of a background check all applicable laws and agreements. By including a references and authorities section, applicable statutes can be quickly accessed by interested parties.

A hospital entering into an agreement with an emergency management agency (EMA) might include the following example from FEMA's [Managing the Emergency Consequences of Terrorist Incidents: Interim Planning Guide for State and Local Governments](#):

Reference and Authorities:

- *State Public Law #2243.1, Agreements Between Healthcare Institutions and Local Governments, 1965*
- *Local Hospital Disaster Plan, 2002*
- *State Department of Health, Hospital Operations During a Declared Emergency, 1996*

It is best to include the widest array of references and authorities; this ensures coordination between older documents and newer ones.

- **Definitions.** Defining key terms will help avoid differences in interpretation. For example, words like "emergency" can have different meanings for different organizations. This is especially important for complex agreements that go into small levels of detail. If levels of aid are to be determined by the agreement itself, then clear definitions must be in place. Some important terms whose definition should be agreed upon are listed below. Depending on agreement type, many more terms, such as technical terms, might be included.
 - Emergency/First Responders
 - Declared Emergency
 - Impact (severity of disaster)
 - Skill
 - Trained
 - Certified
- **Effect on existing agreements.** Comprehensive legal review should determine if any serious conflicts exist. A clause should be included that states what effect the new agreement has on existing agreements.
 - New agreements should replace older agreements in order to avoid conflict and potential disputes between parties. This does not include local automatic aid agreements. Local and legal guidance should be sought on this issue.
 - In general, new agreements should not prohibit future supplemental agreements between all or some of the parties to the agreement.
- **Roles and Responsibilities.** This section would be broad (i.e. Party #1 will provide mutual aid support to Party #2, and vice versa) when an agreement merely authorizes mutual aid. For example, the responsibilities of each party might only be to adhere to legal requirements and restrictions of the agreement, with the actual roles to be determined at the time of request. But in agreements between only a few parties this will be a detailed list of the exact actions a party will

undertake under certain circumstances. A greatly simplified example from FEMA's [Managing the Emergency Consequences of Terrorist Incidents: Interim Planning Guide for State and Local Governments](#):

Roles and Responsibilities:

Party #1 will provide 2 trained radiological monitoring teams to Party #2 when a radiological incident has been confirmed by the State EMA and a request has been made.

Party #2 will make a formal request for radiological monitoring aid when the State EMA has confirmed a radiological incident. Party #2 will provide all logistical support required, and will reimburse Party #1 for all services rendered at standard rates.² [Federal Emergency Management Agency. "[Managing the Emergency Consequences of Terrorist Incidents.](#)"]

- **Mediation.** Parties should be required to submit to dispute mediation when conflict arises over liability, reimbursement, interoperability, or other issues.
- **Boilerplate.** This refers to the administrative details of the agreement itself:
 - Procedures for changing, withdrawing from, or ending the agreement.
 - Duration of agreement. It is best to make the agreement indefinite or provide for automatic renewal with a period of notification. If an agreement has an expiration date, a period of notification should also be required.
 - Authorizing signatures.
- **Guidelines, Procedures, Protocols.** Mutual aid partners should adopt common protocols and procedures to enhance multi-jurisdictional response and interoperability. The mutual aid agreement can require that parties use common systems for standardized emergency management, dispatch procedures, request procedures, and terminology. The details in this section might also be addressed in a guidebook, in appendices, or in supplementary agreements, Memorandum of Understanding (MOU), or Memorandum of Agreement (MOA). The following are some necessary elements, but many more protocols and procedures may be required.
 - **Command.** It is strongly recommended that all parties to an agreement adhere to the Incident Command System (ICS). Most states will mandate adoption of the ICS prior to accession to a statewide agreement. See the Response Protocols Best Practice for more information.
 - **Communications.** Agreements (or supplements) should identify the communications protocols (frequencies, terms, etc.) to be used during a mutual aid response.
 - **Threshold.** What exactly triggers deployment of aid? Most often this will be a direct request via dispatch or through the

² Federal Emergency Management Agency. "Managing the Emergency Consequences of Terrorist Incidents." Internet: <http://www.fema.gov/pdf/onp/managingemerconseq.pdf>.

state/regional EMA. In automatic mutual aid agreements, the size or location of an incident will determine when aid is sent.

- Dispatching. How will the assisting party know where to dispatch units? Procedures for communicating this information might be simple, where the directions are given at the time of request, or more complex dispatching may be described such as mobilization points.
 - Supervision, Accountability, and Safety Protocols. In almost every case, assisting units should be made subservient to the Incident Commander of the requesting party, while normal command structures should remain in place within units.
 - Standard Terminology. This can help avoid problems during a response. In many cases, a separate but associated agreement would detail the terminology to be used.
- **Training and Drills.** Joint training is exceptionally important to terrorism preparedness. Mutual aid agreements should include language on training and drills. The level of detail depends; training can be addressed in supplementary agreements or future appendices. The initial agreement should mandate joint planning, training, and exercises with the same liability immunity as if it were a real emergency. See the Joint Training Best Practice for information on joint training and drills.
 - **Reimbursement.** This section should address the specifics of reimbursement for resources provided under a mutual aid agreement. Please see the Reimbursement Best Practice for detailed information.
 - **Liability or “Hold Harmless.”** Liability is an important aspect of mutual aid. In general, agreements should provide for liability immunity for assisting parties, but important exceptions exist. Please see the Liability Best Practice for detailed information.

For more resources on agreements and their components, see:

- Chemical Stockpile Preparedness Program’s Memorandum of Agreement and Memorandum of Understanding (MOA/MOU) Guide:
<http://csepp.apgea.army.mil/biblio>
- The National Emergency Managers Association:
<http://www.nemaweb.org>

Sample Agreements:

- Regional Oregon Mutual Aid Agreement
(LLIS.gov ID# [13502](#))
- Mutual Aid Box Alarm System Mutual Aid Agreement:
<http://www.ci.galesburg.il.us/agendas/2001/0604019x/ordinances/MABASAgreement.htm>
- Ohio Intrastate Mutual Aid Compact
(LLIS.gov ID# [13503](#))

- Alamo Area Council of Governments Mutual Aid Authorizing Resolution
(*LLIS.gov* ID# [13504](#))
- Texas Model Interjurisdictional Agreement
(*LLIS.gov* ID# [13505](#))
- Florida Statewide Mutual Aid Agreement:
(*LLIS.gov* ID# [13506](#))

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