

MUTUAL AID AGREEMENT
FOR
PUBLIC SAFETY DISPATCHING SERVICES

This **AGREEMENT**, made the _____ day of _____ 20__ by and between the _____, hereinafter referred to as the **RESPONDING AGENCY** and all other signatories of such **AGREEMENT**.

Whereas, by mutual execution of this Agreement all participating parties intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said agencies:

Now, therefore, witness that: For and in consideration of the mutual promises and agreements contained herein, the Responding Agency hereby agrees as follows:

1. The Responding Agency shall provide personnel to provide Emergency Dispatch Services as requested, if available, on a non-reimbursable basis. It is specifically agreed that neither party is obligated or required to furnish any service or take any action pursuant to this Agreement. Neither party shall present any claim against the other party for compensation for any cost, loss, damage, personal injury, nor death occurring in the consequence of the performance of the services called for in the Agreement.
2. This Agreement shall apply to the following circumstances and/or situations:
 - a. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching and monitoring of emergency calls for assistance by any party affected by an actual or imminent disaster emergency;
 - b. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching and monitoring of emergency calls for assistance by any party during the time of a planned event or other situation resulting in a need for increased staffing capabilities;
 - c. The dispatch of other available resources by either or all parties in response to the occurrence or the threat of a planned event or man-made, natural, terrorist or war-caused disaster;
 - d. The distribution of materials, supplies, equipment, and other forms of aid by and between the parties;
 - e. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract, or remove the danger caused by the incident;
 - f. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency or planned event.

3. The dispatch, by either or all parties, of emergency service resources pursuant to this Agreement shall be subject to the following terms and conditions:
 - a. Any request for aid hereunder shall specify the amount and type of resources requested; however, an authorized representative of the Responding Agency shall determine the specific resources furnished;
 - b. The Responding Agency shall report to the requesting organization designated representative at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's representative(s) at the location of assignment;
 - c. The Responding Agency shall be released by the requesting organization when the services of the Responding Agency are no longer required or when the resources are needed within their normal emergency service area;
 - d. It is understood that this Agreement is separate from any Telecommunicator Emergency Response Taskforce (TERT) request that may or may not be the result of a declared disaster. TERT requests will be handled through the appropriate and designated procedures outside of this Mutual Aid Agreement.
4. This Agreement shall become effective immediately upon its ratification by the appropriate Responding Agency representative or governing body. Authenticated copies of the Agreement, after approval, shall be maintained by the Alabama 9-1-1 Board.
5. This Agreement shall continue in force and remain binding upon each participating agency until the appropriate representative(s) take action to withdraw therefrom. Such action shall not be effective until 90 days after written notice of withdrawal delivered to the other agencies that are party to this Agreement.
6. INDEMNIFICATION
 - a. Each participating agency agrees to waive all claims against all other agencies for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, excepting only such claims resulting from the gross negligence or willful misconduct of personnel.
 - b. Each Agency requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Responding Agency rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, excepting only such claims made by a third party caused by gross negligence or willful misconduct on the part of the Responding Agency rendering aid. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Responding Agency rendering aid shall be the sole and exclusive responsibility of the Responding Agency.
 - c. Each Agency, whether a Responding Agency or Requesting Agency, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation

claims, medical and hospitalization claims of its employees and agents, and for its own property loss.

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

Authorized Representative Signature of Responding Agency:

_____ (signed)

_____ (printed)