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**AIRPORT COOPERATIVE RESEARCH PROGRAM**

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**ACRP SYNTHESIS 45**

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**Model Mutual Aid  
Agreements for Airports**

***A Synthesis of Airport Practice***

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WASHINGTON, D.C.  
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## FOREWORD

Airport administrators, engineers, and researchers often face problems for which information already exists, either in documented form or as undocumented experience and practice. This information may be fragmented, scattered, and unevaluated. As a consequence, full knowledge of what has been learned about a problem may not be brought to bear on its solution. Costly research findings may go unused, valuable experience may be overlooked, and due consideration may not be given to recommended practices for solving or alleviating the problem.

There is information on nearly every subject of concern to the airport industry. Much of it derives from research or from the work of practitioners faced with problems in their day-to-day work. To provide a systematic means for assembling and evaluating such useful information and to make it available to the entire airport community, the Airport Cooperative Research Program authorized the Transportation Research Board to undertake a continuing project. This project, ACRP Project 11-03, "Synthesis of Information Related to Airport Practices," searches out and synthesizes useful knowledge from all available sources and prepares concise, documented reports on specific topics. Reports from this endeavor constitute an ACRP report series, *Synthesis of Airport Practice*.

This synthesis series reports on current knowledge and practice, in a compact format, without the detailed directions usually found in handbooks or design manuals. Each report in the series provides a compendium of the best knowledge available on those measures found to be the most successful in resolving specific problems.

## PREFACE

*By Donna L. Vlasak  
Senior Program Officer  
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The report presents information on mutual aid agreements, addressing nearly every type of emergency that could affect airports and require outside resources. The objective is to assist airport operators in creating and sustaining effective emergency management mutual aid partnerships by documenting the specifics of existing agreements. The report will be of special interest to airport operators and their emergency response partners interested in learning about mutual aid agreements and relationships between airports and surrounding communities.

Information was acquired through a survey questionnaire, literature review, and five case examples of selected airports.

James F. Smith, Smith-Woolwine Associates, Inc., Floyd, Virginia, and Kimberly Kenville, Kim Kenville Consulting, Grand Forks, North Dakota, collected and synthesized the information and wrote the report. The members of the topic panel are acknowledged on the preceding page. This synthesis is an immediately useful document that records the practices that were acceptable within the limitations of the knowledge available at the time of its preparation. As progress in research and practice continues, new knowledge will be added to that now at hand.

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Note: Many of the photographs, figures, and tables in this report have been converted from color to grayscale for printing. The electronic version of the report (posted on the Web at [www.trb.org](http://www.trb.org)) retains the color versions.



# MODEL MUTUAL AID AGREEMENTS FOR AIRPORTS

**SUMMARY** Survey results from 32 airports of all sizes and types representing all geographical regions of the U.S. reveal that nearly all use some form of mutual aid agreements, with an average of slightly more than four mutual aid agreements for the typical airport. (Thirty-two airports responded out of 34 that were queried, for a response rate of 94%.) Written agreements are nearly two times more common than verbal agreements, but the balance between the two varies from airport to airport. Some airports avoid mutual aid agreements entirely, while some avoid only written agreements. Larger airports tend to have more written agreements, but airport size appears not to be a factor in the number of verbal agreements.

Mutual aid agreements address nearly every type of emergency that could affect an airport and also require outside resources. Fewer examples involve an airport providing assistance to an outside agency. Most of the agreements are with public entities, the American Red Cross, or hospitals, but a few were found between airports and private corporations.

This study identifies applicable effective practices as well as desirable features of mutual aid agreements. These features are: an “escape clause” that explains when operational situations such as Aircraft Rescue and Fire Fighting Index requirements may restrict a response; support from airport senior management; clarity of agency or personnel responsibility; legal review of agreement by airport’s counsel; identification of parties; identification of types of emergencies covered; identification of specific types of aid to be provided; clear communications protocols; the specific timeframe in which aid will be provided; restrictions that may limit or prevent provision of aid; legal basis (enabling legislation or ordinance) for the mutual aid agreement; incorporation in whole or by reference in the airport emergency plan (where the airport has an emergency plan); full compliance with the National Incident Management System and Incident Command System in every aspect; security and access provisions developed in consultation with the Transportation Security Administration and law enforcement; safety provisions consistent with airport’s Safety Management System; contact lists; effective date of agreement; schedule for review and revision of agreement; schedule and procedures for updating contact information; training requirements and schedule to support agreement; drill schedule; exercise schedule; documentation requirements; and procedures for after-action review.

Three generalized templates from FAA and the Federal Emergency Management Agency are provided in Appendix C. A checklist for the development of a written mutual aid agreement is provided as Appendix F. Seven actual agreements are reproduced to illustrate the range of such agreements.

(The sample and model mutual aid agreements presented in this report have not undergone legal review as a part of this study. Airports that use or adapt a model agreement usually have it reviewed by legal counsel.)

Six areas of further research are identified: legal research into liability; enabling legislation for mutual aid agreements or statewide regional emergency management pacts, and the procedures for airports to become involved in them; methods and metrics for evaluating the effectiveness of mutual aid agreements and the actions taken under them; exploration of how mutual aid agreements might be extended into the mitigation and recovery phases of emergency management; relationship-building and communications to sustain vibrant mutual aid agreements over time; and continuity of operations and airport resiliency as they relate to mutual aid.

## CHAPTER ONE

**INTRODUCTION**

Establishing mutual aid relationships and agreements between airports and surrounding communities is necessary for building both airport and community resilience and ensuring emergency preparedness, effective emergency response, and continuity of operations. Such agreements are primarily linked to the response phase of emergency management, but they are a crucial element of successful emergency operations planning, and can also aid in the mitigation and recovery phases of emergency management.

This synthesis chronicles the current practices concerning mutual aid agreements among airports of all types and sizes. This study provides airport operators with information on:

- The basis for a mutual aid agreement/plan
- Identification of typical partners
- Number of mutual aid agreements/plans an airport typically enters into with other parties
- Whether an agreement/plan is written or unwritten
- Typical emergency types considered in an agreement/plan
- Benefits of local mutual aid agreements/plans
- Desirable elements in a mutual aid agreement
- Needs and capabilities (e.g., equipment and personnel)
- Effective practices (timing goals for delivering assistance, developing deployment teams, implementing communication protocols, obtaining reimbursement, training and exercising to sustain readiness, etc.)
- Ambiguities of interest and/or concern
- Lessons learned.

This study is limited to one-to-one agreements between an airport and non-airport partners for emergency response, to multilateral (countywide or regional) mutual aid agreements or compacts, and to statewide emergency management agreements, compacts, or pools. The study does not include multi-state regional mutual aid agreements such as airport disaster operations groups (e.g., the Southeast Airports Disaster Operations Group and Western Airports Disaster Operations Group) or the Emergency Management Assistance Compact (EMAC), which are largely outlined in *ACRP Report 73: Airport-to-Airport Mutual Aid Programs*.

**DEFINITION OF A MUTUAL AID AGREEMENT**

As will be seen in the literature review in chapter two, there are several definitions of “mutual aid agreement.” For the purposes of this study,

A mutual aid agreement is a voluntary, non-contractual arrangement to provide short-term emergency or disaster assistance between two or more entities. It typically does not involve payment, reimbursement, liability, or mandatory responses.

The operative concepts in this definition are “mutual” and “voluntary.” Moreover, “short-term” usually refers to the first operational period in the response, typically no more than eight or 12 hours. Traditionally—that is, prior to the issuance of FAA Advisory 150/5200-31C (FAA 2009a)—airport aid agreements were rarely mutual. Instead, they provided for aid from outside agencies to airports but hardly ever considered the reciprocal case where an airport would provide aid in a non-aviation disaster off the airport. This lack of full mutuality was partially a reaction to lawsuits and regulatory actions that outlawed revenue diversion by airports [Florida Department of Transportation (DOT) n. d.]. The extent of mutuality has also been limited in the case of any FAR Part 139 certified airport to preclude the airport’s falling below the Aircraft Rescue and Fire Righting (ARFF) Index if equipment is sent off the airport.

**STUDY METHODOLOGY**

This study was completed using a combination of literature review, a survey of selected airports, and five case examples. The results of the literature review are presented in chapter two and were used to select the airports to be surveyed.

**Survey**

Thirty-four (34) airports were selected by the researchers in consultation with the Topic Panel. Airports were chosen on the basis of the professional knowledge of the two researchers to provide a broad representation of current practices regarding mutual aid agreements, both written and unwritten. In addition, the airports were chosen based on likelihood of response.

Executives at the 34 airports were invited by e-mail to participate in the survey; 31 airports responded, and one additional airport sent an unsolicited complete survey, which was included in the analysis. This brought the total number of airports in the synthesis to 32 (a 94% response rate).

As shown in Figure 1, airports of all types and sizes—large hubs, medium hubs, small hubs, non-hub commercial service, reliever airports, and general aviation (GA) airports—were

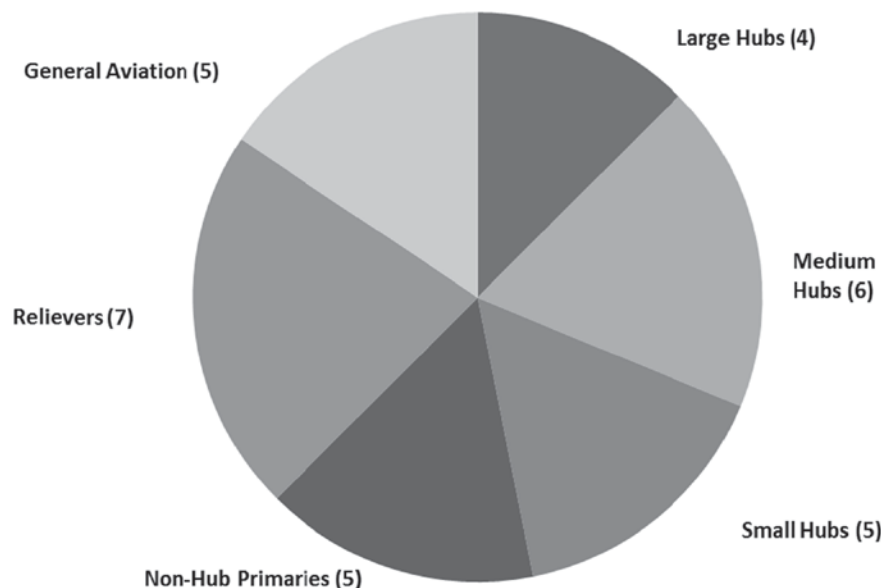


FIGURE 1 NPIAS categories of study airports (FAA 2011).

included in the survey sample. Table 1 puts the samples in the context of the total number of airports in each category. Appendix B lists the airports that participated in the study and shows their National Plan of Integrated Air Systems (NPIAS) classifications.

Merrill Field in Anchorage, Alaska, is included among the reliever airports. It is a commercial service airport but not a primary airport, not having scheduled service by planes with 10 or more seats (FAA 2010b; Anchorage 2012), and therefore is not subject to FAR Part 139 requirements.

Five case examples were derived from the 32 airports that completed the initial survey, including two large hubs,

a medium hub, five non-hub primaries, two reliever airports, and one GA airport. (Some case examples included more than one airport.)

Table 2 shows the geographical distribution of the study airports; responses were received from 18 states in all regions of the United States except Hawaii.

The responses from six state-owned non-hub primary airports in Alaska were counted as one response. The two reliever airports overseen by Minneapolis–St. Paul Metropolitan Airport Commission (MAC) were counted as two responses, one being the unsolicited airport; the two MAC airports are sufficiently different to justify not aggregating them.

TABLE 1  
PUTTING SURVEY AIRPORTS INTO CONTEXT AMONG ALL AIRPORTS  
IN THEIR SIZE CATEGORIES

NPIAS Category	Airports in Survey	Total Airports in Category	Percent of Category Surveyed
Large Hub	4	29 (FAA, 2010a)	14%
Medium Hub	6	36 (FAA, 2010a)	17%
Small Hub	5	73 (FAA, 2010a)	7%
Non-Hub Primary	5	262 (FAA, 2010a)	2%
Reliever	7	268 (FAA, 2012b)	3%
General Aviation	5	3436 Publicly owned, public use (FAA, 2010b)	0.1%

Source: Survey results.

TABLE 2  
SURVEY RESPONSES BY STATES

Alaska	3	Michigan	1
Arizona	1	Minnesota	3
California	3	Mississippi	1
Colorado	2	North Dakota	3
Florida	2	Ohio	1
Idaho	1	Rhode Island	1
Illinois	2	Texas	4
Louisiana	1	Utah	1
Massachusetts	1	Virginia	1

Source: Survey results.

### Case Examples

The survey responses were reviewed in the context of the approved work plan to select five case examples representing airports with no written mutual aid agreements (Case Example 1—five airports in Alaska; Case Example 2—two airports in Minneapolis–St. Paul), with countywide and

regional agreements in place (Case Example 3—two airports in Chicago; Case Example 4—Salt Lake City International Airport), and with statewide mutual aid compacts in place (Case Example 5—Hammond Northshore Regional Airport in Louisiana). None of the case examples has only agreements between an airport and a single partner, but case examples 4 and 5 do include such one-to-one mutual aid agreements. Although the work plan anticipated follow-up questions of the case example airports, this became unnecessary, as those airports volunteered needed supplemental information in e-mails as well as notes in their survey responses.

### DATA ANALYSIS

Survey data were organized and analyzed using graphical analysis and thematic content analysis (qualitative analysis). Results are shown in Figures 2 through 9 and Tables 3 through 12, and the data analysis is discussed in chapters three through five. Quantitative statistical analysis was not pursued owing to the relatively small sample size, lack of randomization, and large number of open-ended answers.

## CHAPTER TWO

**LITERATURE REVIEW****TOPIC SEARCH**

The available literature review on mutual aid agreements primarily focused on written agreements that comply with FAA Advisory Circular 150/5200-31C. The advisory circular explains what is expected from an air carrier airport certified under FAR Part 139, those airports that serve air carrier (FAR Part 121) operations using aircraft with at least 10 seats. The literature review also includes information concerning reliever and general aviation airports, which are not FAR Part 139 airports. Peer-reviewed literature in the field of airport mutual aid agreements is severely limited, but an aggressive search strategy found a number of pertinent documents. The search focused on finding the following information:

1. Definitions of mutual aid and mutual aid agreements
2. Categories and types of existing agreements, with types linked to an all-hazards approach
3. Operational scope of agreements
4. Nature and level of coordination and cooperation achieved
5. Nature and frequency of jurisdictional meetings held
6. Enabling legislation, existing, encouraged, or needed
7. Legal implications, especially regarding liability
8. Security issues (credentialing, badging, and access)
9. Funding implications (eligibility, restrictions)
10. Implications for equipment
11. Training implications for mutual aid
12. Relationship of documents to business continuity planning
13. Metrics and other performance measures used
14. Problems with airport mutual aid agreements.

**METHODOLOGY AND RESULTS**

The literature review search was conducted on both the open web (using Google.com) and the deep web (using ProQuest, EBSCO, LexisNexis, and LLIS). The search strategy sought general mutual aid agreements and airport mutual aid agreements. The various types of agreements—letters of agreement, memoranda of agreement, memoranda of understanding, compacts, and emergency management pools—were also used as search terms. The 14 topics listed in the previous section were used to filter the results to produce suitable resources to illustrate fundamental and specialized issues concerning mutual aid agreements.

**Definitions of Mutual Aid and Mutual Aid Agreements**

The FAA's Advisory Circular (AC) 150/5200-31C incorporating Change 2, *Airport Emergency Plan*, defines "mutual aid" as "reciprocal assistance by emergency services under a pre-determined plan" (FAA 2009a, p. 256). The advisory circular does not define "mutual aid agreement," but it does define one type of document, the memorandum of agreement, as "a written agreement between parties" (p. 256). It does not define letter of agreement or memorandum of understanding, both instruments which are sometimes used for mutual aid agreements. The FAA circular refers to the cooperative relationship that exists between the air traffic control tower and the airport operator, and relationships between the airport and local governments' first responders.

A good comprehensive definition of "mutual aid agreement" is given by USLegal.com (2012):

Mutual aid agreement means a written agreement between agencies, organizations, or jurisdictions to lend assistance across jurisdictional boundaries. It agrees to assist by furnishing personnel, equipment, and expertise in a specified manner at [a] requisite time. Prior to the seeking of [a] mutual aid agreement, an agency must first commit its own resources. Such agreements are executed when a disaster or a multiple alarm fire that exceeds the available local resources occurs. According to the Federal Emergency Management Agency (FEMA), state, tribal and local governments and private nonprofit organizations frequently establish mutual aid agreements to provide emergency assistance to each other when disasters or emergencies occur. Mutual aid agreement provides for increased access to and fast delivery of critical resources during an emergency, professional solidarity in providing resources to affected communities. It also reassures the public that essential services will return quickly.

The Federal Emergency Management Agency (FEMA) has recognized the importance and utility of mutual aid agreements to help local jurisdictions deal with emergencies and disasters that exceed their own response capabilities. Appendix C Sample 1 presents the basic template recommended but not required by FEMA, and most states and many counties have adopted it as the template for their plans.

FAA AC 150/5200-31C specifically calls for all such relationships to be defined in written agreements.

**Categories and Types of Existing Agreements, with Types Linked to an All-Hazards Approach**

The National Incident Management System (NIMS) is the U.S. national standard for the organization of all phases of



all-hazards emergency management but is best known for its use in the response phase. The Incident Command System (ICS) provides the operational and administrative structure for executing emergency operations under NIMS, but NIMS provides the doctrine governing how the pieces fit together. Homeland Security Presidential Directive 5 (HSPD-5) established this national standard in 2003, and it was applied to airports by AC 150/5200-31C in 2009. NIMS and the circular are both explicitly all-hazards in approach, but the AC contains a master list of emergency and disaster types that an airport must consider in its planning efforts, including mutual aid agreements. This list may be modified as a result of an airport's risk or hazard analysis.

Levi et al. (2008) discuss the all-hazards approach that has been introduced into the United States public health system. Currently, all-hazards mutual aid agreements are uncommon, as most agreements focus on a single hazard such as a structural fire or criminal acts. Because most responses to critical incidents require more than one function, multiple agreements among multiple specialized agencies are needed (Goodman and Stier 2007; Pelicano 2012).

In a study of mutual aid agreements, Bainbridge assessed the proliferation and effectiveness of mutual aid agreements within FEMA Region III. The study indicated that “mutual aid agreements are not properly developed/maintained for use in an all-hazards approach to community risk reduction” (Bainbridge 2003, p. 6), creating not only gaps in response coverage, but also concern because of the apparent lack of services. The impression in the community left by the lack of recent agreements is that none of the agencies is responding effectively (Pelicano 2012).

AC 150/5200-31C requires that applicable mutual aid agreements be listed and referenced in each incident-specific index of the airport emergency plan (AEP). Lastly, Appendix 7 of AC 150/5200-31C provides two sample mutual aid agreements, one between the FAA tower and the airport for aircraft alerts, and a generic mutual aid agreement between a publicly-owned airport and a municipality, county, or state agency.

Leonard (1991) provides specifications and a model for a letter of emergency agreement between fire departments and airports for off-airport crashes. This model has a strong influence on airport practices, as Leonard's book is a popular airport operations textbook:

Typically, airports find their own models for mutual aid agreements, but some states and counties specify models, terms, and conditions; for example, Washington State (2011) provides specific guidance for mutual aid agreements. Some communities even write the agreements into local ordinances, as does Sacramento County, California (1989). The Sacramento ordinance is still in effect.

In addition to the two model mutual aid agreements provided by the FAA in AC 150/5200-31C (see Appendix C),

various state agencies and airport organizations provide sample model agreements. For example, the Florida DOT Aviation Office (2012) provides Florida-specific adaptations of the two FAA templates.

AC 150/5200-31C directs that AEPs should at least reference any mutual aid agreements and that any mutual aid agreements should be included in training, drills, and exercises of the AEP. Washington State (2011) goes further and states that when mutual aid agreements are established, they must be integral components of AEPs.

The FAA advisory recognizes that a mutual aid agreement with an outside agency—e.g., the U.S. Coast Guard (USCG) or a state fish and wildlife agency—will be needed for water rescue, but does not offer a sample mutual aid agreement.

Two airports may enter into an agreement for mutual support. For example, some airports in North Dakota have bilateral agreements with each other (City of Bismarck Municipal Airport and City of Fargo Municipal Airport 2011; City of Bismarck Municipal Airport and Grand Forks Regional Airport Authority 2011). The impetus for these agreements came from airports belonging to their state airport associations, many members of which had been flooded in the past 10 years. The flooding led them to recognize that they might need one another to keep the airport up and running. However, these agreements also provide for mutual aid of all types in emergencies. They are fully all-hazard and require the use of the ICS. (See Appendix D Sample 4 for the full text of Fargo–Bismarck agreement.)

In addition to the basic airport-FAA control tower mutual aid agreement sample given in AC 150/5200-31C, specialized agreements with towers are sometimes made. Port Columbus International Airport has two such specialized agreements: (1) a letter of agreement among the FAA, Columbus Regional Airport Authority (CRAA), and Rural/Metro Corporation to establish procedures for emergency services on and in the vicinity of Port Columbus International Airport (FAA Columbus Air Traffic Control Tower, Columbus Regional Airport Authority & Rural/Metro Corporation 2007); and (2) a letter of agreement concerning security for the air traffic control tower (FAA, Columbus Regional Airport Authority & Port Columbus Airport Police 2010a). Rural/Metro, which provides emergency medical and ambulance services to Port Columbus International Airport, has its services extended to the FAA tower by provisions in the mutual aid agreement.

San Francisco International Airport (SFO) belongs to the City and County of San Francisco but is physically located in San Mateo County. The airport has written agreements for emergency response with San Mateo County (2006).

The most common mutual aid agreement provides for the assistance of a city fire department in case of a structural fire at the airport. Range Regional Airport exemplifies this sort of

agreement (Chisholm–Hibbing Airport Authority & City of Hibbing 2010; see Appendix D Sample 5 for full text). Some mutual aid agreements—most likely the minority—spell out cooperation in both directions, with airport fire assets including such specialized equipment as foam trucks being made available to another jurisdiction. An excellent example of a truly reciprocal agreement involves CRAA and the Columbus Fire Division for fire and emergency medical services (Columbia Regional Airport Authority & Columbus, Ohio, Fire Division 2008). Another good example is Baltimore/Washington International Thurgood Marshall Airport (BWI), which has mutual aid agreements for the airport to provide fire suppression support to surrounding communities (Maryland DOT 2012). The BWI case is somewhat special because it is state-owned, which is rare except in Alaska and Hawaii.

Private corporations may also enter into mutual aid agreements (Dunaway and Shaw 2010). A mutual aid agreement might be between an airport and a tenant industrial activity, and the agreement may be highly specific as to timing and level of services expected; for example, Chennault International Airport in Lake Charles, Louisiana, has agreements with a local refinery and with an aircraft rebuilding facility (Chennault International Airport Authority 2010; Chennault International Airport Authority and Northrop Grumman Corporation 2010; see Appendix D Sample 6 for full text).

Dallas-Ft. Worth International Airport (DFW) presents an array of mutual aid agreements, which may result from its unique ownership structure as an authority/corporation created by an agreement between the two cities. The airport has a classical one-on-one mutual aid agreement for fire emergencies between the airport and the city of Fort Worth (City of Fort Worth and Dallas-Ft. Worth International Airport 2010). DFW has multilateral mutual aid agreements, one with all the municipalities in Dallas County (Dallas County Mutual Aid 2010), and another that makes it a member of the state's regional mutual aid system through the North Central Texas Council of Governments (DFW 2010). All of these agreements include fire suppression, but some are all-hazards agreements. DFW is also a member of the statewide Texas Public Works Response Team (Todd Haines, personal communication, April 7, 2012). The wording of all agreements follows the formula of “personnel and equipment as available,” which protects the ARFF Index (per FAR Part 139) of the airport. DFW may have greater freedom to enter into a wider variety of agreements, because it is as large as a small city and under Texas state law has the characteristics and powers of a local government. Similarly, Seattle–Tacoma International Airport (SEA) has mutual aid agreements with all surrounding fire departments (Port of Seattle Fire Department 2012).

One example of a stand-alone mutual aid agreement for emergency medical services exists between the Metropolitan Washington Airports Authority (MWAA) and adjoining counties in Virginia under which MWAA provides emergency medical services to local residents. The agreement regulates

charges but does not involve transfer of funds in either direction between the MWAA and the counties (Metropolitan Washington Airports Authority 2006). In addition, *ACRP Report 12: An Airport Guide for Regional Emergency Planning for CBRNE Events*, discusses the features desirable for incorporation in AEPs and mutual aid agreements for emergency medical services (Stambaugh et al. 2009, pp. 16–17).

Airports often have mutual aid agreements with nearby police departments, either directly or through the jurisdiction that owns the airport. An example is the interlocal agreement for Fort Walton Beach Airport (VPS) (Fort Walton Beach City 2012). This proposed agreement would provide automatic response mutual aid among all jurisdictions in the county, including the airport.

One example of a highly specialized mutual aid agreement is the one between the Delaware River and Bay Authority and the County of Cape May (2009). The agreement provides for use of Cape May Airport (WWD) as a logistics and staging area in case of emergency declared by the governor of New Jersey. A search of the popular media since Hurricane/Super Storm Sandy in October 2012 showed Cape May Airport involved in minor ways in emergency response and preparedness, but with no mention of the logistics and staging area being created.

San Mateo County, California, has an agreement between Reid–Hillview Airport and its pilots' association to handle transport of persons and high value cargo such as medicine or communications gear in a disaster (Santa Clara County Aviation Department 1966).

Some counties have countywide mutual aid agreements in which airports are participants. As noted, DFW is a signatory and full participant in Dallas County Mutual Aid. Chicago's O'Hare (ORD) and Midway (MDW) airports similarly participate in the Chicago area mutual aid compact (Ray Carrell, personal communication, April 2012).

Multi-county mutual aid agreements are an extension of countywide agreements, as in the *San Francisco Bay Area Regional Emergency Coordination Plan: Regional Transportation Coordination and Response Plan* (URS n.d.).

### Operational Scope of Agreements

All sources found in this literature review dealt only with the response phase of emergency management. None dealt with the application of mutual aid to the preparedness, mitigation, or recovery phases of emergency management. By their nature, mutual aid agreements are a preparedness activity (Smith 2008). The sources implied that mutual aid will apply to the first operational period of response, which is typically six to 12 hours (James Featherstone, personal communication, Dec. 9, 2010). On the other hand, the authors were not able to identify any sources that precluded the application of mutual aid agreements to preparedness, mitigation, or recovery.

### **Nature and Level of Coordination and Cooperation Achieved**

Currently, mutual aid agreements are often entered into with a handshake and are highly dependent upon the continued relationship of those who made the agreement. Bainbridge (2003) suggests that a structured, far-reaching system should be put in place that would include non-governmental organizations, businesses, and volunteers, as “written mutual aid agreements are necessary for reimbursement under the policies of the federal government” (p. 27). His recommendations include statutory requirements at the state and federal levels for mutual aid agreements as a provision for federal funding. However, these reimbursement issues pertain to federal reimbursement under the Stafford Act (U.S. Congress, 1988 et seq.) and only apply to presidentially declared disasters, which may explain in part the general absence of written agreements.

Bell (2008) discusses the critical nature of having mutual aid agreements before an actual disaster: “The agreements are the difference between knowing the full extent of available resources before a disaster strikes and trying to locate equipment and staff during the stress and pressure of an emergency” (p. 31).

One useful source on mutual aid agreements is found in Smith (2010a), “Airport Disaster Preparedness in a Community Context,” presented at the 89th Annual Meeting of the Transportation Research Board on January 12, 2010. This study looked at the range and vitality of mutual aid arrangements and joint emergency plans between major airports and community emergency response agencies. Two other small studies looked at related aspects of airport mutual aid agreements. “Regional Cooperation, Coordination, and Communication among Airports During Disasters” (Smith 2010b), published in *Transportation Research Report, Journal of the Transportation Research Board, No. 2177*, examined the roles of all the emergency response partners involved at major airports (Miami International Airport, Boston Logan International Airport, and Minneapolis–St. Paul International Airport). Smith (2012a), *The Roles of General Aviation Airports in Disaster Response: Final Report*, examined the relationships between local emergency response agencies and GA airports in a sample of more than 300 public use airports, and found that overall, GA airports work very closely with their communities and may have mutual aid agreements, especially for fire and police services.

### **Nature and Frequency of Jurisdictional Meetings Held**

In the literature review, the authors were not able to identify any sources that discussed the nature and frequency of jurisdictional meetings held in conjunction with the development or maintenance of mutual aid agreements beyond what is required in FAA AC 150/5200-31C. The advisory calls for all mutual aid agencies to be involved in the development of an

AEP and for mutual aid agreements to be reviewed annually or as provided in each agreement. It also calls for close coordination of airport and community emergency preparedness and response plans using NIMS (FEMA 2008) and *Comprehensive Preparedness Guide 101*, also called the State and Local Guide for All-Hazard Emergency Operations Planning (FEMA 2010), as the shared basis for mutual aid agreements. The FEMA *Comprehensive Preparedness Guide* requires frequent and recurring consultation in the planning and review phases among all stakeholders in emergency plans, but it does not specifically name mutual aid agreements.

### **Enabling Legislation—Existing, Encouraged, or Needed**

The primary federal enabling legislation is the Stafford Act (as amended, including the Post-Katrina Emergency Reform Act), which sets out national policies and procedures for the coordination of all phases of emergency management. Since 2007, it has mandated an all-hazards and NIMS-based approach. It does not include provisions for liability coverage, but it does regulate federal reimbursement for presidentially declared disasters.

Many, but not all, states have statewide mutual aid pacts or pools for emergency management, including Arizona, Florida (Gainesville–Alachua County Regional Airport Authority 2001), and Tennessee (Tennessee 2004), which exemplifies the enabling legislation for such an agreement (Smith 2010). Root (n.d.) describes the full range of statewide mutual aid arrangements in California, and these arrangements include fire, law enforcement, and communications. The state of Ohio passed mutual aid legislation in early 2012, and Indiana passed legislation in 2011 (Pelicano 2012). Mississippi also has pending legislation to allow mutual aid agreements (Bonnie Wilson, personal communication, June 20, 2012).

However, with the previously discussed exception of DFW, which is a full partner on its own, airports typically are not directly included in such arrangements but connect through the local jurisdiction (city or county) that owns the airport. States may have aviation-emergency management frameworks that set the context for mutual aid agreements, as in Washington State’s State and Regional Disaster Airline Plan (2006). A special example of a statewide mutual aid agreement is the Colorado Aviation Recovery Support Team, wherein airports help other airports and communities in Colorado recover from aviation disasters (Colorado Airport Operators Association 2009; IEM et al. 2012).

Mutual aid agreements are more easily arranged between airports and government agencies, as both are covered by public laws that limit liability or provide liability protection to employees acting officially. Existing barriers make it difficult to engage valuable non-profit and volunteer organizations and businesses in any type of compact. Only 24 states have laws that would limit or reduce the liability for non-profits and



businesses that take a public role in response activities. Laws reducing liability for volunteers are faring better, as 42 states have enacted legislation to protect volunteers responding to a catastrophic event (Levi et al. 2008; Pelicano 2012).

### Legal Implications, Especially Regarding Liability

State legislation enabling and regulating mutual aid agreements typically includes liability coverage. One example of such a law is the Florida Mutual Aid Act (Florida 2012):

Any employee of any Florida law enforcement agency who renders aid outside the employee's jurisdiction but inside this state pursuant to the written agreement entered under this part has the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's jurisdiction. Any employee rendering aid pursuant to an interstate mutual aid agreement entered under this part shall have such powers, duties, rights, privileges, and immunities as the parties agree are consistent with the laws of the jurisdictions involved and with the purposes for which such agreement was entered [para. 23.127(1)].

In other words, an employee assisting another jurisdiction is covered by the state's sovereign immunity law. Only half the states have legislation to enable mutual aid agreements (Pelicano 2012), and not all existing laws deal as explicitly with liability as does the Florida statute.

### Security Issues (Credentialing, Badging, and Access)

*ACRP Report 73: Airport-to-Airport Mutual Aid Programs* deals extensively with the security issues of credentialing, badging, and access during mutual aid operations (IEM et al. 2012). The same concerns and solutions may be applied to mutual aid operations involving local agreements and local mutual aid partners. Some airports have dealt with these issues for local mutual aid agreements, but the wording is not detailed. Examples are Nashville (Tennessee) International Airport (2012), Sarasota–Bradenton (Florida) Airport (2012), and Fairbanks (Alaska) International Airport (2012a). At Nashville, the airport police department manages badging and access. At Sarasota–Bradenton, the operations department manages these issues. At Fairbanks, the fire department arranges for access in conjunction with the airport police. Review of the Fairbanks AEP (2012b) indicated that access control during a mutual aid response will apparently be handled by providing badged escorts to incoming units from mutual aid partners.

### Funding Implications (Eligibility, Restrictions)

The position of the FAA vis-à-vis mutual aid agreements has been defined by two major documents: the FAA Program Guidance Letter 07-02-01, "ARFF Equipment Stored Off-Site," of August 20, 2007, and the FAA AC 150/5200-31C on emergency planning of 2009. Table AR1 of FAA Guidance Letter 07-02-01 outlines the Airport Improvement Program eligibility for ARFF equipment stored off-airport; the actual

off-airport use of such equipment depends on FAA approval of airport mutual aid agreements. This guidance became effective as a result of the purchase of ARFF equipment by smaller jurisdictions and their sharing the equipment with their airports. The funds for the equipment are drawn from the Aviation Trust Fund, and the FAA explicitly refuses to allow any airport to divert revenue or resources, so under this guidance letter, sharing an ARFF vehicle would not comply with grant assurances attached to all grants awards.

### Implications for Equipment

With the updated AC 150/5200-31C on emergency planning (FAA 2009), the FAA took a far more proactive view of the airport-community relationship represented by airport mutual aid plans. It encouraged airport operators to involve local communities in the development of an AEP and in the use of collective resources for the mutual benefit of all parties.

Mutual aid agreements often include inventories of specialized equipment and even skilled personnel that may be available for mutual aid responses. An example of this is the multi-jurisdictional mutual aid agreement for aircraft emergencies at Fairbanks (2012b).

### Training Implications for Mutual Aid

FAR Part 139 establishes certification and recertification requirements for commercial service airports, and these requirements include drills and exercises at least once a year. AC 150/5200-31C brings the airport's mutual aid agreements and partners into these requirements.

The most common sources of information regarding exercises and drills are the Internet, newspapers, or television news items about the participation of mutual aid partners in an airport's Part 139 recertification exercise, such as that at Colorado Springs Airport in 2003 (Hupp 2003), in which Peterson Air Force Base and other entities took part.

### Relationship of Documents to Business Continuity Planning

The only source found that relates airport mutual aid to business continuity is *ACRP Report 73: Airport-To-Airport Mutual Aid Programs* (IEM Inc. et al. 2012), but it pertains to regional mutual aid organizations and is therefore outside the scope of this study. For non-airport examples, the nine universities in the University of Texas System have consolidated business continuity plans that incorporate mutual aid agreements for various specialized functions (University of Texas System 2009).

The search effort appears to indicate a disconnect between mutual aid as a concept in emergency management and the field of business continuity planning.

### **Metrics and Other Performance Measures Used**

In the literature review, the authors were not able to identify published objective measures of the effectiveness of mutual aid agreements involving airports or of mutual aid agreements in general.

### **Problems with Airport Mutual Aid Agreements**

Common problems that arise with mutual aid agreements involve politics, jurisdiction, money, liability, or command

and control issues. For example, a disagreement occurred between the Lehigh Valley (Pennsylvania) International Airport ARFF chief and the local fire chief at a fire scene on the border of the airport, with the final result being the cancellation of their agreement (Brahm 1999). A similar disagreement and ensuing lawsuit by a Florida sheriff have threatened the continued existence of the Fort Walton Beach interlocal agreement (McLaughlin 2012). Local governments sometimes have trouble understanding the unique regulatory issues surrounding an airport's imperative to maintain its ARFF functions (Los Angeles Mayor's Blue Ribbon Panel 2011).

## CHAPTER THREE

**SURVEY RESPONSES**

This chapter presents the data gathered from the 32 survey responses from the airports, examining written mutual aid agreements and verbal and non-written agreements. The final two sections of this chapter deal with multi-party agreements and discuss the prevalence of preparatory exercises and drills resulting from mutual aid partnerships and plans.

**DEMOGRAPHIC INFORMATION FOR RESPONDENTS**

Figure 1 (in chapter one) shows the size distribution of the respondents in terms of NPIAS categories. As shown in Table 1, 63% of the respondents are Part 139 airports with commercial service, 22% are reliever airports, and 16% are GA airports. The respondent airports are from 18 states and represent eight of the nine FAA Regions. A review of the governance data from the respondents in Appendix B shows that 14 airports (44%) belong to an authority or an authority/corporation, 10 airports (32%) belong to a city, four airports (12%) belong to a county, three airports (10%) belong to a state, and one airport (3%) belongs jointly to a city and a county.

**WRITTEN MUTUAL AID AGREEMENTS**

When the 32 airports were asked if they had any written mutual aid agreements of any type, 24 (75%) answered yes (see Figure 2). The question was generic in nature and asked only if the agreements were in written form; it did not ask which specific type of agreements were in place. The two Alaskan airports and the two MAC airports in Minnesota account for four of the eight reporting no written aid agreements. The remaining four airports without written agreements were smaller GA or reliever airports.

**Written Mutual Aid Agreements with FAA Tower or Contract Tower**

Of the airports surveyed that had FAA or contract towers, 80% said they had mutual aid agreements with that tower. All of the GA and reliever airports that have towers have written mutual aid agreements with the towers. These data indicate that many of the commercial airports do not have written mutual aid agreements with their towers despite the implications of AC 150/5200-31C.

**Other Types of Written Mutual Aid Agreements**

The most common written mutual aid agreements are between airports and local firefighting agencies, local law enforcement, and emergency medical services. These agreements are common as a result of the regulatory nature of FAR Part 139 and Advisory Circular 150/5200-31C regarding an airport's emergency plan. Several joint-use airports have agreements with their on-field air National Guard or Air Force base, which may be the airport's provider of ARFF and first responder services (as shown in comments in survey results). Figure 3 indicates the frequency of each type of written mutual aid agreement.

Over the last 10 years, with actions from FEMA and the initiation of NIMS, airports have been encouraged to develop agreements with their local government emergency management agencies. Examining data from the "Other" category can provide useful information and direction regarding non-routine areas airport management deems important enough to establish a relationship in writing. The "Others" category in Figure 3 comprises 16 additional types of partners, which are included in Table 3.

Some unique arrangements exist, such as an agreement with the U.S. Coast Guard, which are likely the result of the proximity of these entities to the airport; for example, only airports located near a waterway would have access to a local Coast Guard unit. The majority of written agreements are established with entities that would be utilized during a response to a major incident/accident at an airport. In the past, these agreements have dealt nearly exclusively with an airplane crash; however, in recent years, the increased incidence of natural disasters has predicated the need for agreements outside an aviation event.

Some airports such as Chennault have mutual aid agreements with private corporations or for-profit organizations (see Appendix D).

**VERBAL OR UNWRITTEN MUTUAL AID AGREEMENTS**

Verbal mutual aid agreements were reported by 19 airports (60%). Furthermore, "verbal" agreements may be hidden inside contracts, authority agreements, joint use agreements, or leases and were reported by 59% of the responding airports (see Figure 4). Table 4 identifies the nature of the partners in verbal mutual aid agreements with airports.



FIGURE 2 Do you have any written mutual aid agreements? (Source: Survey results).

Some fire, law enforcement, and emergency medical services (EMS) agreements may be unreported, as data regarding these agreements are probably reported under the “neighboring or surrounding cities” item. The jurisdiction that owns the airport may also own the EMS capabilities, thus rendering the need for a written agreement null.

Examination of Table 5 indicates an apparent positive correlation between an airport’s size category and the number of written mutual aid agreements. As shown in this table no relationship is evident between airport size and the number of verbal agreements.

**INCORPORATION OF MUTUAL AID AGREEMENTS INTO AIRPORT EMERGENCY PLANS**

As shown in Figure 5, of the 20 responding airports that are required to have an airport emergency plan, the majority has incorporated their mutual aid agreements either in the

complete or referenced form. Only two of the airports with AEPs do not have mutual aid agreements in the AEP, illustrating how important mutual aid agreements are to airport operators, and how seriously they take them. Whether the mutual aid agreement is in a complete form as part of the AEP may indicate the flexible nature that exists in both the AEP and the mutual aid agreement. Incorporating a mutual aid agreement in complete form in an AEP would trigger a full FAA review and approval as an AEP change, whereas referencing a mutual aid agreement would not.

Twelve of the airports in this study are reliever or GA airports and are therefore not subject to FAR Part 139’s AEP requirement. Nevertheless, one reliever airport has its mutual aid agreements incorporated in complete form in its AEP, and three reliever airports have theirs incorporated by reference.

**MULTILATERAL MUTUAL AID ARRANGEMENTS**

**Regional (Countywide, Interlocal, or Multi-County) Emergency Response or Mutual Aid Plans or Programs**

The majority of airports also uses or belongs to a regional mutual aid response group (Figure 6), illustrating the prevalence and importance of airport collaboration with local jurisdictions and multi-county or state relationships. The development of cooperative working arrangements with county, state, and federal agencies during disasters is primarily the result of the increasing number of natural disasters over the past decade (Munich RE 2012). Some reworking of the federal or state mandates may have assisted these airports in becoming members of an emergency management consortium in their region.

Multilateral mutual aid agreements are addressed in detail in the Case Examples 3 (Chicago), 4 (Salt Lake City), and 5 (Hammond Northshore) in chapter four.

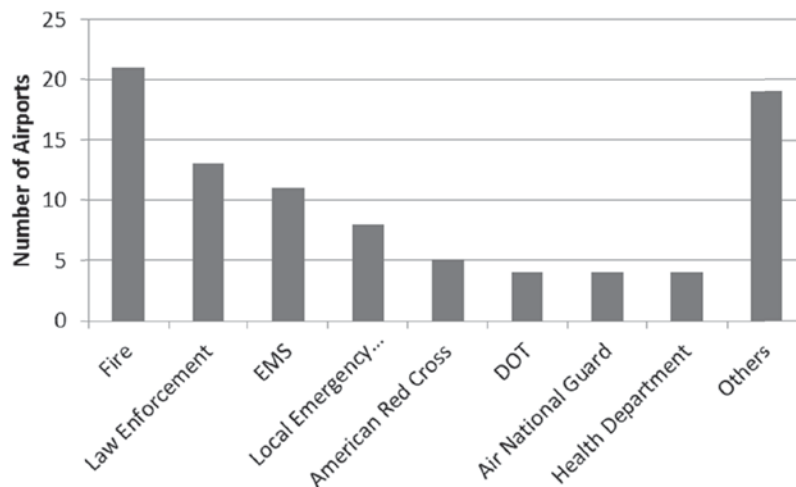


FIGURE 3 Most frequent mutual aid partners. (Source: Survey results).

TABLE 3  
DO YOU HAVE WRITTEN AID AGREEMENTS WITH ANY OF THE FOLLOWING?

Types of Partners	No. of Respondents	Percent
Fire	21	87.5
Law enforcement	13	54.2
Emergency medical services	11	45.8
Local government emergency management agency	8	33.3
American Red Cross	5	20.8
Air National Guard	4	16.7
Local health department	4	16.7
State department of transportation	4	16.7
Municipal utilities or public works	3	12.5
TSA	3	12.5
CBP	2	8.3
Hospital	2	8.3
Airline	1	4.2
Countywide mutual aid system	1	4.2
Electric utility company	1	4.2
Military base (not National Guard)	1	4.2
School district	1	4.2
State forestry department	1	4.2
State police	1	4.2
Town emergency operations plan	1	4.2
Western Airports Disaster Operations Group (WESTDOG)*	1	4.2
CDC	0	0
Local government Community Emergency Response Team (CERT)	0	0
U.S. Coast Guard	0	0

Source: Survey results.  
 n = 24 airports with written agreements.  
 CBP = Customs and Border Patrol; CDC = Centers for Disease Control and Prevention.



FIGURE 4 Do you have any verbal or unwritten mutual aid agreements? (Source: Survey results).

TABLE 4  
MUTUAL AID PARTNERS WITH VERBAL OR UNWRITTEN AGREEMENTS

	No. of Respondents	Percent
No verbal or unwritten mutual aid agreements	13	40.6
FAA Air Traffic Control	7	21.9
Law enforcement/police/sheriff	7	21.9
Fire/rescue	6	18.8
County department of emergency management	5	15.6
Neighboring cities	3	9.4
American Red Cross	2	6.2
CBP	2	6.2
Health department	2	6.2
Public transportation agencies	2	6.2
Airlines	1	3.1
Cargo companies (for shelter spaces)	1	3.1
Coroner's office	1	3.1
County dispatch/9-1-1	1	3.1
EMS	1	3.1
FBI	1	3.1
Hospital	1	3.1
National Guard	1	3.1
Oil refinery (private fire and security forces)	1	3.1
Secret Service	1	3.1
State police/Highway patrol	1	3.1
TSA	1	3.1
USCG	1	3.1

Source: Survey results.  
n = 32.  
CBC = Customs and Border Patrol.

TABLE 5  
NUMBER OF WRITTEN MUTUAL AID AGREEMENTS BY SIZE CATEGORIES OF AIRPORTS

NPIAS Category	Number of Written Mutual Aid Agreements							
	0	1-2	3-4	5-6	7-8	9-10	11-12	13
Large Hub			XXX					X
Medium Hub		X	XXX	X		X		
Small Hub	XX	XX	X					
Non-Hub Primary		X	XX	X	X			
Reliever	XXX	XX	X	X				
General Aviation	XXX	XX						

X = one airport  
(Source: Survey results).

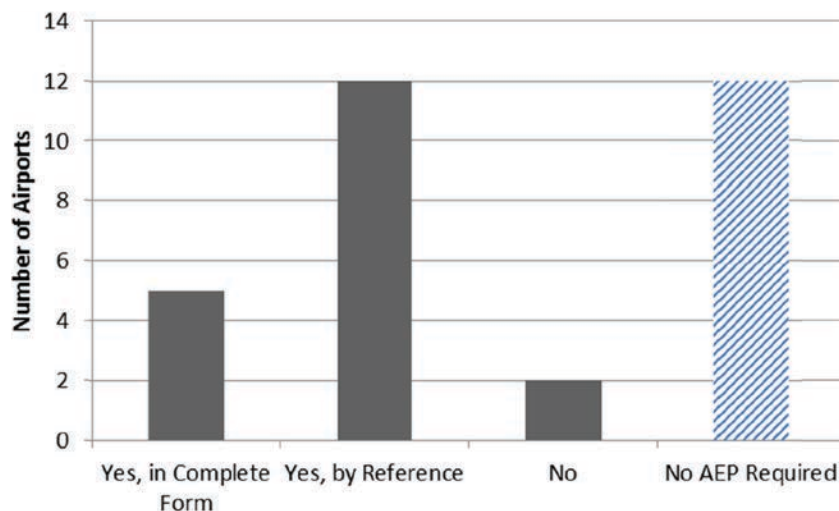


FIGURE 5 Are mutual aid agreements incorporated in airport emergency plan (AEP)? (Source: Survey results).

**Statewide Mutual Aid Plan, Program, or Compact**

As shown in Figure 7, 18 (56%) of the airports are in states that have a statewide mutual aid plan, program, or compact. Four (13%) of the airports reported that their state had no such compact. The remaining 10 (31%) that reported “Don’t know” most likely are in states with no statewide compact, as only approximately half of the states had such compacts as of 2012.

Statewide mutual aid plans, programs, and compacts typically tie local governments (cities and counties) to each other and to state agencies. Airports are rarely direct participants in these compacts, but they can often connect through the jurisdiction that owns the airport.

**MEASURING THE EFFECTIVENESS OF MUTUAL AID AGREEMENTS**

With any program, it is prudent to measure the effectiveness of the agreement or response to an incident. When asked about measuring the efficacy of their mutual aid agreements, five airports (16%) indicated that they had a written evaluation plan or metrics for assessment. However, follow-up disclosed that they apply general exercise criteria, specifically FAR Part 139 recertification exercise criteria, to judge their agreements; none of the five airports has an evaluation program specifically for its mutual aid agreements. Thirteen (41%) use unwritten evaluation standards, and 12 (38%) do not consider the effectiveness

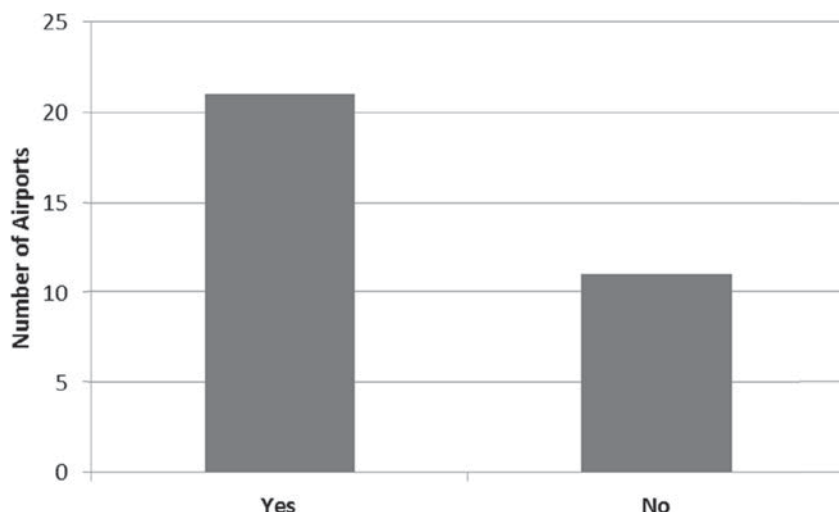


FIGURE 6 Does your airport belong to a regional (countywide or multi-county) emergency response or mutual aid plan or program? (Source: Survey results).



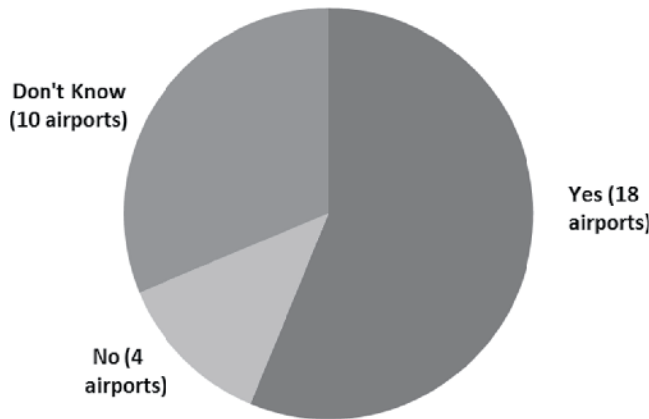


FIGURE 7 Is your airport in a state that has a statewide mutual aid plan, program, or compact? (Source: Survey results).

of their mutual aid agreements. Figure 8 summarizes the results of this question.

Assessment of programs is a difficult task, and measuring an agreement that may or may not be used on a regular basis and may be implemented by an outside agency would likely be even more difficult.

**EXERCISING MUTUAL AID AGREEMENTS**

Table 6 indicates that public safety agreements, that is, fire and law enforcement, are the most likely to be exercised. This may be because of the airport’s requirement under FAR Part 139 for a table-top or full-scale exercise yearly and a full-scale recertification exercise triennially. A total of 13 (42%) of respondents have not exercised their mutual aid agreements, 10 (34%) of which do not have the FAR Part 139 requirement because they are reliever or GA airports.

Table 7 shows how the data compare across the six NPIAS size categories. The four categories of FAR Part 139 airports all show the overwhelming majority of their airports having exercised all or some of their mutual aid agreements in the past 12 months. Examination of the individual survey responses indicates that the three FAR Part 139 airports reporting no drills or exercises in the past 12 months do not have mutual aid agreements.

**BENEFITS OF MUTUAL AID AGREEMENTS**

As shown in Figure 9, the overwhelming consensus, 94% (30 of 32) of airport operators indicates that mutual aid agreements between the airport and community are beneficial to both parties. Each entity brings a different perspective and unique capabilities in responding to a disaster; in a crisis situation, having “all hands on deck” can benefit the airport and its surrounding community in many ways.

**SUMMARY OF COMMON THEMES FROM SURVEY RESPONDENTS**

The majority of airports sees the necessity and value of mutual aid agreements, regardless of whether the airport is required to comply with FAR Part 139 and have an FAA-approved AEP. A critical point for airports has been determining whether their mutual aid agreements will be written or verbal. The case examples discussed later further explain the reasoning behind both written and unwritten agreements.

Most of the airports that fall under FAR Part 139 have some type of agreement with their FAA and contract air traffic control tower as suggested by AC 150/5200-31C. Most airports also have some type of agreement with their local fire/police/EMS provider; this, too, is a fairly regular operation,

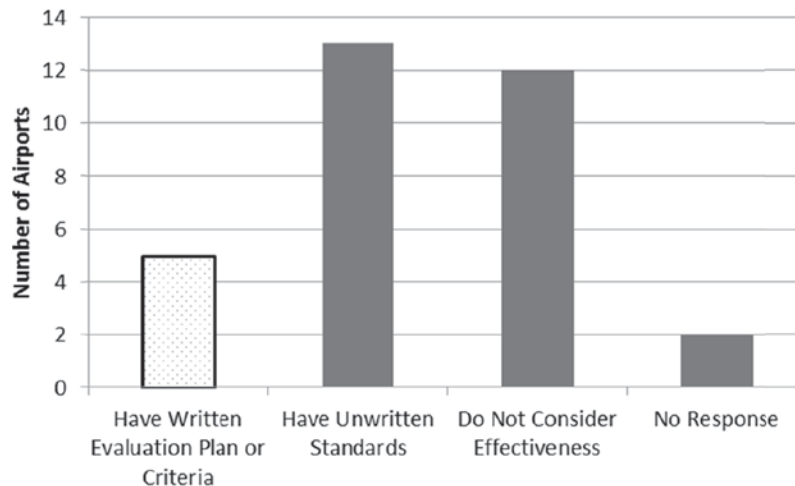


FIGURE 8 How do you measure the effectiveness of your mutual aid agreements? (Source: Survey results).



TABLE 6  
MUTUAL AID AGREEMENTS EXERCISED IN PAST 12 MONTHS

	No. of Respondents	Percent
Fire or fire/rescue	16	51.6
Law enforcement/police	13	41.9
All of airport's mutual aid agreements	12	38.7
EMS	6	19.4
American Red Cross	4	12.9
Hospitals	4	12.9
Local emergency management agency	3	9.7
Airlines	2	6.5
Full-scale exercise	2	6.5
Medical examiner	2	6.5
TSA	2	6.5
Active shooter	1	3.2
Aircraft accident	1	3.2
Airport emergency services LOA	1	3.2
Ambulances	1	3.2
CBP	1	3.2
Coroner's office	1	3.2
Family assistance	1	3.2
Funeral directors	1	3.2
HAZMAT	1	3.2
Helicopter companies	1	3.2
National Park Service	1	3.2
Public health department	1	3.2
Salvation Army	1	3.2
SAR organizations	1	3.2
State HS department	1	3.2
U.S. Coast Guard	1	3.2
None—Part 139 Airports	3	9.7
None—Reliever and GA Airports	10	32.2

Source: Survey results.

n = 31.

LOA = Letter of Agreement; CBP = Customs and Border Patrol; HAZMAT = hazardous materials.

TABLE 7  
AGREEMENTS EXERCISED IN PAST 12 MONTHS BY SIZE  
CATEGORIES OF AIRPORTS

NPIAS Category	Number of Airports		
	All Agreements Exercised	Some Agreements Exercised	No Agreements Exercised
Large Hub	XX	XX	
Medium Hub	XXXX	X	X
Small Hub	XX	XX	X
Non-Hub Primary	XX	XX	X
Reliever	X	X	XXXXX
General Aviation			XXXXX

X = one airport

(Source: Survey results).

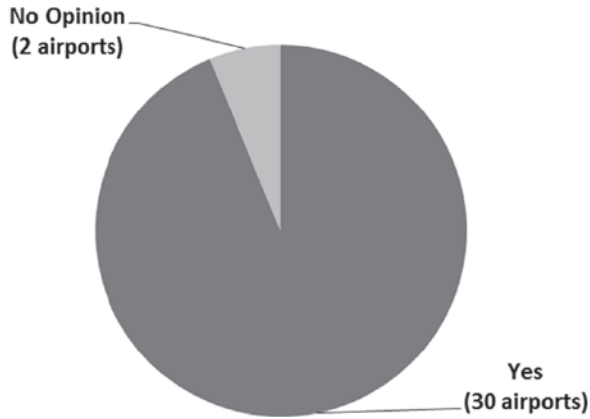


FIGURE 9 Do you believe your mutual aid agreements are beneficial to both the airport and community? (Source: Survey results).

as most airports must prepare for aircraft accident, response, and recovery. Newer types of agreements are with particular specialized tenants or entities that may deal specifically with a longer term recovery from a natural disaster, as in the long-term response to and recovery from hurricanes Katrina and Rita. The addition of NIMS compliance per FAR Part 139 (FAA 2009a; Smith 2010b) has made the general flow of agreements easier to negotiate and provides a workable emergency response and recovery structure.

Numerous multilateral mutual aid agreements in local areas were reported.

## CHAPTER FOUR

**CASE EXAMPLES OF SELECTED AIRPORTS****INTRODUCTION**

Five case examples are included in this synthesis report. The case example airports were chosen to show different approaches to mutual aid agreements. They were chosen on the basis of their governance, size, presence of mutual aid agreements, presence of written mutual aid agreements, and presence of unwritten or verbal agreements. One airport with an interlocal agreement is included, as are airports from states with statewide mutual aid arrangements. Tables 8 through 12 summarize the characteristics of the airports in the five case examples. Essential questions addressed in the analysis of the case examples are how the decision between written and verbal agreements was made, what innovations are possible in agreements, and the nature of multi-lateral and all-hazard agreements.

**CASE EXAMPLE 1: MOSTLY VERBAL AGREEMENTS—STATE-OWNED NON-HUB AIRPORTS IN ALASKA**

The state of Alaska governs five primary non-hub airfields, Gustavus (GST), Petersburg (PSG), Sitka (SIT), Wrangell (WRG), and Yakutat (YAK) Because of Alaska's remoteness, there is a deeply embedded cultural tenet of helping others, and this influences the situation of these five airports with regards to mutual aid agreements (Paul Khera, personal communication, Oct. 19, 2012). The need for assistance is usually obvious, but written agreements are not always needed, because the state of Alaska and its agencies are among the biggest first responders. Mutual aid is a living practice in Alaska (see Table 8).

Sitka Airport is the largest of the five primary non-hub airports in this case example, but its mutual aid profile is typical of all five—and reflects a current trend toward replacing written agreements with verbal ones. Sitka has written agreements with the local fire department and with local law enforcement, but also has a number of unwritten agreements.

Alaska airports enter into verbal agreements with local fire departments, local law enforcement, the National Park Service, the TSA, the Alaska Department of Homeland Security and Emergency Services, the U.S. Coast Guard, and local search and rescue units. Verbal agreements reflect the unique characteristics of airports and their communities; for example, the city and borough of Sitka is a major cruise ship destination, so Sitka Airport entered into a verbal agreement with a private passenger ship touring company. Such agreements

illustrate how airports can enter into mutual aid agreements with private corporations or for-profit organizations.

In the words of Paul Khera of the Alaska DOT (personal communication, June 6, 2012):

Almost all our agreements are unwritten. When the few written agreements we have expire, they will turn into unwritten agreements. Written agreements run into legal/liability issues that interfere with the overall mission to protect lives and property. Written agreements also run into legal issues of training records inspection of other entities. Entities consider training records as personnel records and are off limits to most. An exception to written agreements is when there is compensation involved. We do have written agreements with some fire and police departments that we pay to provide safety and security services.

Because some of the Alaska DOT agreements with local fire and police departments involve payment for services, technically speaking, they are considered contracts as opposed to mutual aid agreements.

In general, airports demonstrate two different attitudes towards mutual aid: (1) Cooperation brings benefits that make it worthwhile solving the legal issues; or (2) legal and liability issues are too difficult to resolve in time to carry out emergency actions. Reason 2 is why such issues need to be resolved in advance before there is an emergency. Southeast Alaska airports clearly are moving into the second camp. Determining which position is more valid would involve an analysis of the local context in which the airport operates.

The five non-hub primary airports in this case example must meet the same FAR Part 139 certification requirements as all U.S. commercial service airports, meaning both tabletop exercises and triennial exercises involving first responders are necessary.

Sitka Airport reported that its mutual aid agreements were beneficial to both the airport and the community. The Alaska airports do not have written evaluation procedures or metrics.

**CASE EXAMPLE 2: ONLY VERBAL AGREEMENTS—METROPOLITAN AIRPORT COMMISSION (MAC) RELIEVER AIRPORTS IN MINNESOTA**

Like the Alaska airports, the reliever airports belonging to the Minneapolis–St. Paul MAC—including Anoka County–Blaine Airports (ANE) and Minneapolis' Crystal Airport

TABLE 8  
CASE EXAMPLE AIRPORT CHARACTERISTICS  
ALASKA STATE-OWNED NON-HUB AIRPORT

Characteristic	Value
Governance	State
NPIAS category	Primary non-hub (GST, PSG, SIT, WRG, and YAK)
Enplanements (2011)	10,575 (GST)
	18,318 (PSG)
	65,193 (SIT)
	11,674 (WRG)
	10,517 (YAK)
Written mutual aid agreements	0–2 (GST, PSG, SIT, WRG, and YAK)
Unwritten mutual aid agreements	Yes—See narrative (GST, PSG, SIT, WRG, and YAK)
Regional/interlocal agreements	Yes (GST, PSG, SIT, WRG, and YAK)
Statewide mutual aid compact	Yes

Source: Survey results.

(MIC)—avoid entering into written mutual aid agreements (see Table 9). MAC expands on this approach by avoiding any direct verbal agreements, with emphasis on the word “direct.” Using ANE as an example, Gary Schmidt, the manager of reliever airports for MAC (personal communication, June 20, 2012) observes:

The airport is owned and operated by a public corporation created by the State Legislature. Although we have all the powers of a municipality, we do not have our own police and fire departments [for the case example reliever airports]. Emergency services are provided by the overlying jurisdiction [in this case the City of Blaine (for ANE)] through a written agreement. The City of Blaine does have mutual aid agreements with other jurisdictions, but the airport is not part of those agreements.

TABLE 9  
CASE EXAMPLE AIRPORT CHARACTERISTICS  
MAC RELIEVER AIRPORTS ANOKA COUNTY—  
BLAINE (ANE) AND CRYSTAL (MIC) IN MINNESOTA

Characteristic	Value
Governance	State authority
NPIAS Category	Reliever
Enplanements (2011)	N/A
Written Mutual Aid Agreements	0
Unwritten Mutual Aid Agreements	0 direct—See narrative
Regional/Interlocal Agreements	No
Statewide Mutual Aid Compact	No

Source: Survey results.  
N/A = not available.

In other words, MAC reliever airports can receive the benefits of mutual aid agreements without entering into them on their own. The overlying jurisdiction’s provision of police and fire services is regulated by the contract between MAC and the municipality, since the reliever airports are not bound by FAR Part 139. In the survey, MAC indicated that it found mutual aid agreements to be beneficial, although neither ANE nor Crystal Airport has any direct agreements.

The airports reported that their verbal or indirect mutual aid agreements were beneficial to both the airport and the community even though MAC has no mutual aid agreements at the two reliever airports in this study.

### CASE EXAMPLE 3: SPECIALIZED MULTI-JURISDICTIONAL AGREEMENTS— CITY OF CHICAGO AVIATION DEPARTMENT

The city of Chicago operates two major commercial service airports, Midway Airport (MDW) and O’Hare International Airport (ORD). MDW has four written mutual aid agreements and no verbal agreements. ORD also has four written agreements, as well as a number of verbal mutual aid agreements with cargo companies and airlines that allow use of their buildings as shelters in the case of severe storms or lightning. Both MDW and ORD have written agreements for assistance from the city of Chicago’s Public Works Department, and both airports are deeply engaged in regional (“Chicagoland”) or state-wide mutual aid pacts. In Illinois, these multilateral agreements tend to pertain to a single category of aid such as fire, law enforcement, or emergency communications (see Table 10).

The two Chicago airports exercise all of their mutual aid agreements, both written and verbal, every year. Although the Chicago Aviation Department does not have a mutual aid-specific evaluation program, it evaluates the performance of their mutual aid agreements in annual and triennial exercises as part of the after-action review using FAA criteria for recertification.

TABLE 10  
CASE EXAMPLE AIRPORT CHARACTERISTICS  
CITY OF CHICAGO (IL) AVIATION DEPARTMENT  
[MIDWAY (MDW) AND O’HARE (ORD)]

Characteristic	Value
Governance	City
NPIAS category	Medium hub (MDW) Large hub (ORD)
Enplanements (2011)	9,134,576 (MDW) 31,892,301 (ORD)
Written mutual aid agreements	4 (MDW) 4 (ORD)
Unwritten mutual aid agreements	0 (MDW) Yes (ORD)—See narrative
Regional/interlocal agreements	Yes
Statewide mutual aid compact	Several specialized mutual aid plans

Source: Survey results.

The airport reported that its mutual aid agreements were beneficial to both the airport and the community.

#### **CASE EXAMPLE 4: FULL ARRAY OF ALL TYPES OF WRITTEN AGREEMENTS—SALT LAKE CITY INTERNATIONAL AIRPORT**

Salt Lake City International Airport (SLC) has the most extensive array of mutual aid agreements of any of the 32 responding airports in this study—13 written and three verbal agreements covering the entire spectrum described in chapter three: one-on-one, multilateral/interlocal, regional, and statewide. Its written agreements are for fire, law enforcement, emergency medical services, hospital, American Red Cross, Air National Guard, local emergency management agency, TSA, U.S. Customs and Border Protection, the local health department, and the Utah DOT. The other two agreements are multilateral/interlocal and multi-hazard (see Table 11).

The verbal agreements are with the Emergency Hospital Management Committee, the local police automatic aid agreement, and oil refinery fire and security forces. Appendix E reproduces SLC's 2012 interlocal agreement (Sample 7), American Red Cross 2010 agreement (Sample 8), and Utah Air National Guard K9 agreement (Sample 9). The last agreement is particularly interesting as it provides for a special resource belonging to the airport (K-9 dogs) to be used on behalf of the Air National Guard.

SLC does not have evaluation standards or metrics. As part of its Part 139 recertification exercise, it exercised the fire and hospital pre-notification mutual aid plans as well as the Great Salt Lake Operational Preplan. In addition, SLC exercised its participation in the WestTern Airports Disaster Operations Group (WESTDOG), which is outside the scope of this study.

SLC's mutual aid plans and agreements are marked by great comprehensiveness and outstanding flexibility. They are all firmly rooted in NIMS/ICS principles and procedures.

The airport reported that its mutual aid agreements were beneficial to both the airport and the community.

TABLE 11  
CASE EXAMPLE AIRPORT CHARACTERISTICS  
SALT LAKE CITY (UT) INTERNATIONAL  
AIRPORT (SLC)

Characteristic	Value
Governance	City
NPIAS Category	Large hub
Enplanements (2011)	9,701,756
Written Mutual Aid Agreements	13
Unwritten Mutual Aid Agreements	3
Regional/Interlocal Agreements	Yes
Statewide Mutual Aid Compact	Utah Statewide Mutual Aid Pact

Source: Survey results.

TABLE 12  
CASE EXAMPLE AIRPORT CHARACTERISTICS  
HAMMOND (LA) NORTSHORE REGIONAL  
AIRPORT (HDC)

Characteristic	Value
Governance	City
NPIAS Category	GA
Enplanements (2011)	N/A
Written Mutual Aid Agreements	1
Unwritten Mutual Aid Agreements	2
Regional/Interlocal Agreements	No
Statewide Mutual Aid Compact	See narrative

Source: Survey results.

GA = general aviation; N/A = not available.

#### **CASE EXAMPLE 5: MUTUAL AGREEMENTS IN A STATEWIDE MUTUAL AID PROGRAM—HAMMOND NORTSHORE REGIONAL AIRPORT**

Hammond Northshore Regional Airport (HDC) has one written mutual aid agreement with the state of Louisiana, specifically, the Louisiana Air National Guard (see Sample 10 in Appendix E). HDC also has two verbal agreements with the fire and police departments of the city of Hammond, which owns the airport (see Table 12). HDC has a pre-defined role in the Louisiana (2008) Medical Institutions Evacuation Plan, but that plan is not technically a mutual aid plan. HDC evaluates the agreements regularly, although without written evaluation procedures.

The airport reported that its mutual aid agreements were beneficial to both the airport and the community.

#### **SUMMARY OF CASE EXAMPLES**

The five case examples were chosen to include examples of airports that favor written agreements, airports that favor verbal agreements, that are actively engaged in regional or multi-jurisdictional agreements, and that are parts of statewide mutual aid. They were not chosen to give proportional representation of the NPIAS categories, but to illustrate major styles and trends among airport mutual aid agreements.

Smith (2012b) found that GA airports generally had close working relationships with the communities that own them. Hammond Northshore exemplifies this. However, the other four case examples also indicated close working relationships between airports and their communities as evinced by their mutual aid agreements. The case examples show that the development of an airport's mutual aid arrangements depends heavily on the context and complexity of the airport's operations and location.

What is evident in all five case examples is that mutual benefit and mutual need are the primary factors driving the development of such arrangements. Every airport in the five case examples, despite large differences in airport locations and characteristics, answered "Yes" to the question, "Are mutual aid agreements beneficial to both the airport and the community?"

## CHAPTER FIVE

## EFFECTIVE PRACTICES IN DEVELOPING AND MANAGING MUTUAL AID AGREEMENTS

Responses to both the synthesis survey and follow-up interviews associated with the case examples reveal the contours of effective practices for developing and managing mutual aid agreements. In this, the synthesis responses are reinforced and extended by survey and interview results in related studies (Smith, 2010a, c, 2012b).

### WRITTEN AND VERBAL MUTUAL AID AGREEMENTS

This chapter deals primarily with written mutual aid agreements. Some airports use both verbal and written agreements; however, in general, written agreements will be more comprehensive, including all or most of the elements described in this chapter. Verbal agreements' typically more limited scope may be a response to local or state legal issues or to the nature of traditional relationships. In either case, it is essential that the mutual aid partners trust each other. The practices for developing and managing mutual aid agreements presented in this chapter can promote trust, but professionalism and shared goals are even more important.

### BENEFITS OF LOCAL MUTUAL AID AGREEMENTS/PLANS

The responding airports overwhelmingly said that mutual aid agreements benefit both the airport and the community. This finding is substantiated by the continued existence of mutual aid agreements.

The greatest benefit of mutual aid agreements is clarity of expectations: knowing ahead of time what help can realistically be requested and what will be delivered. In this time of increasing budgetary constraints, another welcome benefit of mutual aid is cost reduction: for example, airports and their partners can avoid duplication of specialized equipment or personnel. Joint training, drilling, and exercising also cut costs while improving preparedness of all parties and sustaining mutual aid agreements.

Mutual aid agreements yield intangible benefits as well. Mutual respect is enhanced, and parties become more familiar with each other's operations, risks, procedures, and facilities. During the agreement process, participants may discover other areas for cooperation.

### TYPICAL EMERGENCY TYPES CONSIDERED IN THE AGREEMENT/PLAN

Any type of emergency can be the subject of an airport mutual aid agreement. In the survey responses, agreements were found for everything from aircraft crashes on or off an airport to snow removal and power outages. A special case occurs when an airport has a predetermined role in a regional disaster that is spelled out in a multiparty, regional, interlocal, or state-wide mutual aid plan. An airport must ensure that nothing in the airport's promised response will interfere with the airport's ability to sustain normal or emergency aircraft operations; this type of mutual aid agreement can protect the airport from inappropriate use (Smith 2010a; Bonnie Wilson, personal communication, Aug. 13, 2012).

### DESIRABLE ELEMENTS IN MUTUAL AID AGREEMENTS

An inventory of characteristics of 24 successful mutual aid agreements evolved from a review of the current literature in tandem with the survey and case example interviews regarding mutual aid agreement characteristics and the processes for developing and sustaining the agreements. This list of essential and desirable elements was developed to assist airport executives, their governing boards, and personnel involved in deploying written mutual aid agreements to improve the preparedness and resiliency of the organization. Non-airport mutual aid partners may also employ the list in the process of developing and sustaining effective mutual aid agreements. These 24 elements are incorporated in the checklist for mutual aid agreements in Appendix F, and the checklist can serve as a flight plan for the development of a mutual aid agreement.

### SUCCESSFUL MANAGEMENT PRACTICES

Mutual aid agreements work best when they are frequently used whether in real-world situations or in training, drills, or exercises. Most of the airports surveyed in this study reported having exercised all or some of their mutual aid agreements in the past 12 months. In addition to the beneficial results of the practices described, respondents indicated that effective management practices for airport mutual aid agreements build relationships and trust between the airport and its emergency response partners. No written or verbal agreement, no matter how well-crafted, will work unless the participants want it to work.



## CHAPTER SIX

**CONCLUSIONS****BASIS FOR MUTUAL AID AGREEMENT/PLAN**

Mutual aid agreements are designed to improve emergency response and to enhance the protection of life and property. The primary basis for a mutual aid agreement is the drive to fill a specific need through voluntary cooperative action and sharing of resources. Ideally, mutual aid agreements evolve from the airport's risk analysis and from an objective assessment of the airport's emergency response capabilities, as well as the capabilities of potential partners. Such an assessment examines the full spectrum of personnel, equipment, skills, and training.

**MUTUAL AID PARTNERS**

The most common partners in airports' mutual aid agreements are the fire and police departments in surrounding or nearby jurisdictions. Each airport's partners largely reflect their specific operational, geographic, and political context. The full range of mutual aid partners found in this study include:

- Air National Guard
- Airlines
- American Red Cross
- Army National Guard
- Cargo companies and freight forwarders
- Community emergency response team
- Coroner's office/medical examiner
- County department of emergency management
- County dispatch/911
- Countywide mutual aid system
- Electric utility company
- Emergency medical services
- FAA air traffic control tower
- Federal Bureau of Investigation
- Fire/rescue department
- Hazardous materials agency
- Health department
- Highway patrol
- Hospital
- Law enforcement
- Military base
- Municipal emergency management department or agency
- Municipal public works

- Neighboring cities
- Oil refinery (security and fire suppression)
- Police department
- Public transportation agencies
- Salvation Army
- School district
- Sheriff's department
- State department of transportation
- State emergency management agency
- State homeland security agency
- State forestry department
- State police
- Transportation Security Administration
- Urban search and rescue team
- U.S. Customs and Border Protection
- U.S. Coast Guard
- U.S. National Park Service
- U.S. Secret Service.

The choice of partners is a function of matching the airport's and partner's capabilities with their risk analyses.

**NUMBER OF AGREEMENTS**

Based on the survey data in this study, a typical airport has slightly more than four mutual aid agreements. Written agreements are more prevalent than verbal ones. Larger airports tend to have more written agreements, but airport size has no effect on the number of verbal agreements.

**WRITTEN VERSUS VERBAL AGREEMENTS**

In Advisory Circular 150/5200-31C, the FAA implicitly encourages written mutual aid agreements, and in general, most of the respondents in this survey indicated greater satisfaction with written agreements than with verbal or unwritten ones. Because of the overwhelming importance of clarity in mutual aid, written agreements would appear to be strongly indicated. However, some airports intentionally avoid entering into written agreements. Case examples 1 and 2 explain the concerns over liability and reimbursement that cause the responding airports in Alaska and Minnesota to avoid written mutual aid agreements. Case example 2 discusses an approach that avoids both written and verbal agreements by using a

contractual agreement with a town to receive benefit indirectly from the town's mutual aid agreements with other partners.

Because each emergency is unique, flexibility is essential, so written agreements must be carefully developed to protect sufficient flexibility while ensuring predictability of action. State laws, local ordinances, or the advice of counsel may require agreements to be written or verbal, and agreements may also need to conform to the specific governance structure of the airport.

### **AMBIGUITIES OF INTEREST OR CONCERN**

The most interesting ambiguity discovered in this study is the clear split among airports in their attitudes towards the legal and liability issues associated with mutual aid. Some airports, on the advice of their lawyers, avoid all mutual aid agreements or avoid written agreements. On the other hand, some airports embrace written mutual agreements as a way to define and control liability issues. Many states have legislation enabling mutual aid agreements, and such legislation typically has language controlling liability during mutual aid activities.

A second issue of interest deals with reimbursement. To ensure clarity, if an agreement involves reimbursement, it will usually take the form of a contract as opposed to a mutual aid agreement.

The final issue of interest is the extent to which mutual aid agreements may involve the airport sending assistance off-site. FAA Advisory Circular 150/5200-31C changed the game by urging airports to make aid agreements more mutual and less one-sided: that is, the agreements should become more reciprocal rather than simply seeking outside aid for the airport. This issue can be resolved by including clauses about maintaining the airport's index or a phrase such as "as allowed by the airport's operational situation."

### **EVALUATING EFFECTIVENESS OF MUTUAL AID AGREEMENTS**

Measuring the overall effectiveness of written or unwritten agreements could prove difficult. Agreements are not timeless, and overall effectiveness may relate to the response and recovery from a specific event whose variables could not be accounted for during the utilization of the mutual aid. Therefore, it would be difficult to measure efficacy during normal operating periods, and the evaluation of the agreement during a crisis would be especially difficult. Agreements need to be reviewed periodically for clarity and to reflect changes in response and recovery efforts based on recent drills, regulatory changes, and discovery of effective management practices.

### **FURTHER RESEARCH**

Six areas for further research are suggested:

1. Legal research into liability. Although most airports in the study have resolved this to their satisfaction, it still remains an issue for some.
2. Enabling legislation for mutual aid agreements or state-wide regional emergency management pacts, and the procedures for airports becoming involved in them.
3. Methods and metrics for evaluating the effectiveness of mutual aid agreements and the actions taken under them.
4. Exploration of how mutual aid agreements might be extended into the mitigation and recovery phases of emergency management.
5. Relationship-building and communications to sustain vibrant mutual aid agreements over time. This includes succession planning within an airport so that mutual aid programs do not suffer when a "champion" leaves the airport.
6. Continuity of operations and airport resiliency as they relate to mutual aid.



## GLOSSARY

- Advisory Circular:** The instructions from FAA on how to comply with federal aviation laws and regulations.
- Airport Emergency Plan (AEP):** A comprehensive plan for dealing with all hazards reasonably expected to affect a given airport, required for all Part 139 airports and recommended for all other airports.
- All-hazards:** The full range of potential threats—natural and man-made disasters, pandemics, and industrial accidents.
- Annual inspection:** All airports subject to FAR Part 139 are required to be inspected annually by an FAA inspector. At least once in three years, this inspection must include a full-scale exercise, and this triennial inspection will determine the recertification of the airport for commercial operations. In the intervening years, a table-top exercise is typically used as part of the inspection.
- Certification:** All Part 139 airports are required to have airport operating certificates.
- Incident Command System (ICS):** A systematic tool used for the command, control, and coordination of emergency response. It is the organizational doctrine used to execute a response under NIMS.
- Index:** This term specifically refers to the Aircraft Rescue and Fire Fighting Index that relates the rescue and firefighting capabilities required at a Part 139 airport. The ARFF Index is based on the largest regularly scheduled aircraft using an airport.
- Mutual Aid Agreement:** A voluntary, non-contractual arrangement to provide emergency or disaster assistance between two or more entities. It typically does not involve payment, reimbursement, liability, or mandatory responses.
- National Incident Management System (NIMS):** The standard system for managing emergencies and disasters by all federal agencies and federally funded activities.
- Part 139 Airport:** A U.S. airport served by commercial airlines with 10 seats or more, and therefore subject to the requirements in 14 CFR Part 139.
- Regional:** Ambiguous term that could mean “interlocal” or “comprising several states.”
- Reliever airports:** High-activity airports that provide general aviation with alternatives to congested hubs (where their presence might cause additional delay).
- Safety Management System:** The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures.
- Stafford Act:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) as amended is the statutory authority for most federal disaster response activities as they pertain to the Federal Emergency Management Agency and its programs.

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## APPENDIX A

### Survey Questionnaire

1. What is your airport identifier (3-letter or 4-letter)?

\*This question is required.

2. What is your NPIAS classification (2010 data)?

- Large hub
- Medium hub
- Small hub
- Non-hub primary
- Reliever
- General aviation

3. Do you have any written mutual aid agreements?

- Yes
- No

4. Do you have a written mutual aid agreement with the FAA tower or contract tower?

- Yes
- No

5. Do you have written mutual aid agreements with any of the following? (Please mark all that apply.)

- Fire
- Law enforcement
- Emergency medical services
- Hospital
- American Red Cross
- Local government Community Emergency Response Team (CERT)
- Air National Guard
- U. S. Coast Guard
- Local government emergency management agency
- Municipal utilities or public works
- Electric utility company
- Airline
- TSA
- CBP
- CDC
- Local health department
- State department of transportation
- Other (please list):

List other types of mutual aid agreements.

\*This question is required.

6. Do you have any verbal or unwritten mutual aid agreements?

- Yes (please list):
- No

List mutual aid partners with whom you have verbal or unwritten agreements.

\*This question is required.

7. Are your mutual aid agreements incorporated in your airport emergency plan (AEP)?

- Yes, in complete form
- Yes, referenced but not reproduced in complete form
- No
- My airport is not required to have an AEP



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8. Does your airport belong to a regional (countywide or multi-county) emergency response or mutual aid plan or program?

- Yes
- No

9. Is your airport in a state that has a statewide mutual aid plan, program, or compact?

- Yes
- No
- Don't know

10. How do you measure the effectiveness of your mutual aid agreements?

- Have written evaluation plan or metrics
- Have unwritten standards
- Do not consider effectiveness

11. How many of your mutual aid agreements have you exercised (call down, tabletop, drill, or full-scale exercise) in the past 12 months?

- All
- Some (please list):
- None

List mutual aid agreements exercised in past 12 months.

\*This question is required.

12. Do you believe your mutual aid agreements are beneficial to both the airport and the community?

- Yes
- To the airport only
- To the community only
- To neither
- No opinion

## APPENDIX B

### Airport Respondents

Airport Name	Code	NPIAS	Governance	City	State	FAA Region
Dallas Addison	ADS	Reliever	City	Addison	TX	SW
Klawock	AKW	GA	State	Klawock	AK	AK
Anoka County–Blaine	ANE	Reliever	Authority	Blaine	MN	GL
Centennial	APA	Reliever	County	Englewood	CO	NM
Bismarck	BIS	Non hub	City	Bismarck	ND	GL
Boise	BOI	Small	City	Boise	ID	NM
Boston Logan International	BOS	Large	Authority	Boston	MA	NE
Port Columbus International	CMH	Medium	Authority	Columbus	OH	GL
Colorado Springs Municipal	COS	Small	City/Joint	Colorado Springs	CO	NM
Cotulla–LaSalle County	COT	GA	County	Cotulla	TX	SW
Dallas–Ft. Worth International	DFW	Large	Authority/Corp.	DFW Airport	TX	SW
Deer Valley Airport	DVT	Reliever	City	Phoenix	AZ	WP
Northwest Florida Beaches International	ECP	Non hub	Authority	Panama City Beach	FL	SO
Fargo Hector International	FAR	Small	Authority	Fargo	ND	GL
Grand Forks International	GFK	Non hub	Authority	Grand Forks	ND	GL
Hammond Northshore Reg'l	HDC	GA	City	Hammond	LA	SW
Range Regional	HIB	Non hub	Authority	Hibbing	MN	GL
Jackson–Evers International	JAN	Small	Authority	Jackson	MS	SO
Long Beach Airport	LGB	Small	City	Long Beach	CA	WP
Crystal	MIC	Reliever	Authority	Crystal	MN	GL
Midway	MDW	Medium	City	Chicago	IL	GL
Merrill Field	MRI	Reliever	City	Anchorage	AK	AK
O'Hare International	ORD	Large	City	Chicago	IL	GL
New River Valley International	PSK	GA	Authority	Dublin	VA	EA
T. F. Green State	PVD	Medium	State	Warwick	RI	NE
Reid–Hillview	RHV	GA	County	San Jose	CA	WP
Southwest Florida International	RSW	Medium	Authority	Ft. Myers	FL	SO
San Antonio International	SAT	Medium	City	San Antonio	TX	SW
Sitka	SIT	Non hub	State	Sitka	AK	AK
Salt Lake City International	SLC	Large	City	Salt Lake City	UT	NM
John Wayne International	SNA	Medium	County	Santa Ana	CA	WP
Willow Run	YIP	Reliever	Authority	Ypsilanti	MI	GL

GA = general aviation.

## APPENDIX C

### Model and Sample Mutual Aid Agreements

#### From FEMA

#### Sample 1—Generic Template for Mutual Aid Agreement

##### *Mutual Aid Agreement Sample Template*

*(This document is a sample template to be used as a guide in drafting any Mutual Aid Agreement and is not intended to represent a mandatory format or to encompass every potential contract clause. It is intended merely to serve as a guide and requires tailoring to meet each municipality's specific circumstances and requirements.)*

#### INTRASTATE MUTUAL AID AND ASSISTANCE AGREEMENT FOR DISASTERS AND OTHER RELATED EMERGENCIES

WHEREAS, the safety of the citizens of the State of XXXX is of the utmost importance to all levels of state and local government;

WHEREAS, the Jurisdiction of \_\_\_\_\_ (the "Jurisdiction") and \_\_\_\_\_ ("XXXX") seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of XXXX and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of XXXX, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

#### SECTION I.

#### DEFINITIONS

- A. "Agreement" shall mean this document, the "Intrastate Mutual Aid Agreement for Disasters and Other Emergencies."
- B. "Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental, or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses, or any other incident which directly affects public safety.
- E. "Provider" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- F. "Recipient" means a party to this Agreement receiving aid and assistance from another party.

#### SECTION II.

#### OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance—Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party.



Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

B. Procedures for Requesting Assistance—Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.

C. Designation of Authorized Representative—Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.

D. Traveling Employees—Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food, and, if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.

E. Supervision and Control—The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall have the authority to:

1. Assign work and establish work schedules for Provider's personnel;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at regular intervals as specified by Recipient.

F. Period of Service; Renewability; Recall—Unless agreed otherwise, the duration of the Provider's assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

### SECTION III.

#### REIMBURSEMENT

A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.

1. Personnel—During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and agreements.

2. Equipment—Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.

3. Material and Supplies—Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and XXXX State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

B. Record Keeping—Recipient shall provide information, directions, and assistance for record keeping to Provider's personnel; Provider shall maintain records and invoices for reimbursement.

C. Billing and Payment—Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.

D. Inspection of Records—Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, XXXX State, and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

### SECTION IV.

#### PROVIDER'S EMPLOYEES

A. Rights and Privileges—Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and

privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.

B. **Workers' Compensation**—Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

## **SECTION V.**

### **NONDISCRIMINATION**

In accordance with Article 15 of the Executive Law ("Human Rights Law") and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

## **SECTION VI.**

### **HOLD HARMLESS**

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

## **SECTION VII.**

### **AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

## **SECTION VIII.**

### **DURATION OF AGREEMENT**

- A. **Term**—This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. **Renewal**—This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. **Termination**—Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

## **SECTION IX.**

### **HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

## **SECTION X.**

### **SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event

that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

## SECTION XI.

### EFFECTIVE DATE

This Agreement shall take effect upon its execution by both parties.

#### From FAA Advisory Circular 150/5200-31C, Appendix 7

#### Sample 2—Between Airport and Airport Traffic Control Tower

ANYTOWN AIRPORT TRAFFIC CONTROL TOWER AND ANYTOWN MUNICIPAL AIRPORT

LETTER OF AGREEMENT EFFECTIVE: \_\_\_\_\_

(Date)

SUBJECT: AIRPORT EMERGENCY SERVICE

**PURPOSE.** The purpose of this agreement is to prescribe procedures to be used, to the extent practicable, in the event of an emergency, actual or potential, on the *Anytown* Airport during the hours that the *Anytown* Airport is operational.

**1. CANCELLATION.** *Anytown* Airport Traffic Control Tower and *Anytown* Municipal Airport Letter of Agreement dated \_\_\_\_\_.

**2. SCOPE.** In the event of an aircraft accident, bomb threat, or other emergency, actual or potential, on or in the vicinity of the *Anytown* Municipal Airport, *Anytown* Airport Traffic Control Tower (ATCT) personnel will alert emergency equipment when any of the following request such action:

- a. A specialist on duty in the operating quarters.
- b. The pilot of the aircraft concerned.
- c. The operator of the aircraft or his/ her representative.
- d. A representative of airport management.

The airport will automatically be closed when:

- a. Off airport fire equipment responds to any emergency which requires travel on the designated Movement Area.
- b. Any aircraft accident or incident, or other emergency, which occurs on, or in the vicinity of, the airport to which airport Aircraft Rescue and Firefighting equipment responds.

**NOTE:** The airport operator should insert any additional closure criteria specific to the particular airport in this section.

The airport will remain closed until ATCT personnel have received authorization from the airport manager or designated representative to open partial or complete areas of the airport. In cases of minor incidents, telephone permission will be allowed.

The type and amount of equipment and number of personnel responding to the emergency will be determined by the Incident Commander. After receiving the notification of the emergency, the personnel operating the equipment will be responsible for handling the emergency.

**3. RESPONSIBILITIES.**

a. **Airport Traffic Control Tower (ATCT):** It will be the responsibility of *Anytown* Airport Traffic Control Tower personnel to:

- (1) Alert emergency response personnel in accordance with established procedures for:
  - (a) Each of the three types of alert classifications listed below in paragraph 4.a.(1)(a) through (c).
  - (b) Any other emergency, actual or potential, which comes to the attention of Control Tower personnel.
- (2) Test the Crash Phone system daily at 0900. Problems will be reported immediately to the Airport Manager or designated representative.
- (3) Assist the airport operator in the development of necessary emergency plans and procedures, as appropriate.

b. **Airport Operator:** It will be the responsibility of *Anytown* Airport personnel to:

- (1) Ensure that at least one on-scene individual/vehicle maintains two-way radio communications with the ATCT.
- (2) Provide training to emergency response personnel regarding the operation of vehicles on the airport Movement Area, to include the use of two-way radios and standard ATCT light signals.
- (3) In coordination with the ATCT, as appropriate, develop and maintain necessary emergency plans and procedures.

#### 4. PROCEDURES.

a. Aircraft emergencies:

- (1) Classifications:
  - (a) **ALERT I:** Potential minor emergency; equipment not requested at standby positions. Airport not closed unless off airport equipment responds to the designated Movement Area. The ATCT will:
    - (i) Notify designated emergency response personnel in accordance with established procedures (crash phone, hot line, radio, pager, cell phone, etc.).
    - (ii) Notify airport manager or designated representative.
    - (iii) Notify aircraft operator or designated representative, if able.
  - (b) **ALERT II:** Potential major emergency; aircraft has fire on board, faulty landing gear, no hydraulic pressure, etc. Airport is closed after aircraft lands. The ATCT will:
    - (i) Notify emergency response personnel in accordance with established procedures (crash phone, hot line, etc.)
    - (ii) Notify airport manager or designated representative.
    - (iii) Notify aircraft operator or designated representative, if able.
    - (iv) Notify fixed base operator, if appropriate.
    - (v) Provide appropriate ground control clearances to responding emergency vehicles, as needed.
    - (vi) To the extent practicable, keep other aircraft and ground vehicle operators clear of the area involved in the emergency.
  - (c) **ALERT III:** Aircraft involved in an actual accident on or near the airport. Airport is closed if on airport or emergency equipment must traverse the airport to reach scene. ATCT will:
    - (i) Notify emergency response personnel in accordance with established procedures (crash phone, hot line, radio, pager, cell phone, etc.)
    - (ii) Close the airport.
    - (iii) Notify airport manager or assistant manager.
    - (iv) Notify aircraft operator or his or her representative, if able.
    - (v) Notify fixed base operator, if appropriate.
    - (vi) Provide appropriate ground control clearances to responding emergency vehicles, as needed.
    - (vii) Control the movement of aircraft and vehicles on the Movement Area to permit emergency response vehicle access to/from the accident area. The movement of emergency vehicles will take priority over that of taxiing aircraft until the emergency condition has ended.
- (2) **Information.** The *Anytown* ATCT will provide the following information to emergency response personnel whenever possible:
  - (a) Aircraft identification.
  - (b) Aircraft type.
  - (c) Nature of emergency.
  - (d) Estimated time of arrival.
  - (e) Landing runway.
  - (f) Number of persons on board (crew and passengers).
  - (g) Amount of fuel on board.
  - (h) Type and location of dangerous cargo on board.
  - (i) Type and location of any animals on board.
- (3) **Bomb threat, hijack, dangerous cargo, and other emergencies.** Any time ATCT personnel become aware of an actual or potential situation which may present a threat to the health and safety of the public, the *Anytown* Airport Traffic Control Tower will:
  - (a) Notify designated emergency response personnel in accordance with established procedures (crash phone, hot line, radio, etc.).
  - (b) Notify airport manager or designated representative.
  - (c) Notify aircraft operator or designated representative, if able.
  - (d) Close the airport to all traffic except the target aircraft.
  - (e) Direct the target aircraft to the designated search area.
  - (f) Standby to assist in communications, if requested.
  - (g) Control the movement of aircraft and vehicles on the Movement Area to permit access to/from the designated search area. The movement of emergency vehicles will take priority over that of taxiing aircraft until the emergency condition has ended.

Original signed by:

Chief, *Anytown* Tower

Airport Manager, *Anytown* Airport

Chief, Off-Airport Fire Department(s)

**Sample 3—Between Airport and Other Agency or Jurisdiction**

## MUTUAL AID AGREEMENT

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_

this agreement entered into by and between the County of \_\_\_\_\_ Airport Authority and \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a term of (months) (years) (until terminated in writing by either party)

**WHEREAS**, the County of \_\_\_\_\_ Airport Authority is a political subdivision of the State of \_\_\_\_\_ established and empowered to operate, maintain, and protect the airports and air facilities of the Authority and to promote the safety of said airports and the public therein; and

**WHEREAS**, the \_\_\_\_\_ is a (municipality) (state agency) (political subdivision) of the State of \_\_\_\_\_ established and empowered to (recite powers as appropriate); and

**WHEREAS**, the parties hereto find that the possibility of major disasters threatening life and property within their respective jurisdictions presents a common danger most effectively to be met by collective planning and effort; and

**WHEREAS**, the parties desire in advance of a major disaster or emergency condition to coordinate life-saving, fire fighting, law enforcement, and other related activities; and

**WHEREAS**, the parties hereto have, through their respective governing boards or commissions, approved the terms and covenants set forth hereinafter by appropriate resolutions;

**NOW THEREFORE** the parties hereto do agree and covenant one to another as follows:

## ARTICLE ONE—DEFINITIONS

The following terms and phrases shall be understood to mean:

- a. **“Incident Command Post”**—A point where responding agencies are briefed on the situation as they arrive to report and assume control of the individual aspects of the operation.
- b. **“Disaster”**—An occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in severe property damage, deaths, and/or multiple injuries.
- c. **“Emergency”**—Any occasion or instance—such as a natural disaster (e.g. hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snowstorm); aircraft crash and/or, fire; structural fire; sabotage, hijack incident, or otherwise unlawful interference with operations; major power failure; nuclear accident; chemical, biological, radiological, nuclear, and high yield explosive (CBRNE incident); or any other natural or man-made catastrophe—that warrants action to save lives and to protect property, public health, and safety.
- d. **“Emergency Plan”**—A document that: describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.
- e. **“Emergency Operations Center”**—A protected site from which emergency officials coordinate, monitor, and direct emergency response activities during an emergency.
- f. **“Incident Commander”**—that individual tasked with the direction and control of emergency response personnel and equipment, as well as providing overall management at a specific incident site, including public safety and public information. The goal of the IC is to obtain the maximum productivity from all on-scene resources. The individual in this position may change depending on the scope, intensity, and duration of the incident.
- g. **“Incident Command System”**—A standardized organizational structure used to command, control, and coordinate the use of resources and personnel that have responded to the scene of an emergency. The concepts and principles for ICS include common terminology, modular organization, integrated communication, unified command structure, consolidated action plan, manageable span of control, designated incident facilities, and comprehensive resource management.
- h. **“Letter of Agreement”**—a written undertaking by and between the parties hereto for the purpose of supplementing the terms hereof.
- i. **“Party”**—the parties hereto through their respective governing boards or commissions.
- j. **“Requesting Party”**—that party hereto in the jurisdiction of which a major disaster has occurred, including, but not limited to, fire, flood, earthquake, riot, civil commotion, or other emergencies threatening to life and/or property, of such magnitude that the resources of the said party are, in the determination of the Incident Commander of said party, not sufficient to control or abate the disaster or emergency conditions.
- k. **“Responding Party”**—the party hereto receiving a request for assistance from the requesting party.

ARTICLE TWO—OPERATIONAL PROVISIONS

- a. The responsibility for determining the magnitude of a major disaster or emergency condition and for taking initial measures to meet such disaster or emergency condition shall rest with the party in the jurisdiction of which the disaster or emergency arises in accordance with the emergency plan of said party.
- b. In the event a disaster or emergency condition is found by a party to exceed the resources available within its jurisdiction, the said party shall immediately identify an Incident Commander and establish an Incident Command Post.
- c. The Incident Commander shall determine if any requirement exists for assistance from other parties and shall, as the requesting party, communicate such requirement to responding parties.
- d. Both parties agree to implement the National Incident Management System (NIMS) during all emergency responses on and off the airport.
- e. The responding party shall, in accordance with its emergency plan and/or any Letters of Agreement with the requesting party, determine the availability of resources that can be dispatched to the requesting party to serve with the requesting party in controlling or mitigating the disaster or emergency condition.
- f. All resources of the responding party, including but not limited to personnel, law enforcement and firefighting equipment, medical supplies, life-saving equipment, and other emergency supplies, that shall be dispatched to the requesting party, shall be under the direction and control of the Incident Commander of the requesting party, and shall act as the sole agents of the requesting party for the duration of the disaster or emergency condition or until such time as the said resources are released by the requesting party.

**NOTE:** In some states, the control of responding mutual aid forces remains under the operational control of the jurisdiction, department, or agency furnishing the force. This should be reviewed before developing a Mutual Aid Agreement.

- g. The rendering of assistance by a responding party under the terms of this Agreement shall be voluntary and not mandatory as conditions in the jurisdiction of the responding party shall warrant. The inability of a responding party to render aid shall in no case give rise to liability of the responding party to the requesting party or any third person for damages as a result of such inability and the parties hereto expressly agree that the responding party shall be indemnified and held harmless by the requesting party for any and all damages resulting from rendering of or failure to render assistance under the provisions hereof. If a responding party is not able to provide the requested assistance, or any portion of it, to the requesting party, the responding party will advise the requesting party of such inability.
- h. The rendering of assistance by a responding party under the terms of this Agreement shall be without compensation and at no cost to the requesting party.

ARTICLE THREE—AMENDMENT

- a. This Agreement may be supplemented by the Letters of Agreement between the parties for the purpose of exchanging information, identifying responsible officials, coordinating specific operations, or in any other manner providing detailed guidance for discharge of the mutual responsibilities undertaken by the term hereof.
- b. Any change of the responsibilities, procedures and/or liabilities set forth herein above shall be by written modification of this Agreement and not otherwise.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals to this Agreement as of the date first set forth at, State of

ATTEST:

County of \_\_\_\_\_.

AIRPORT AUTHORITY

BY: \_\_\_\_\_

Its \_\_\_\_\_



## APPENDIX D

### Actual Mutual Aid Agreements

#### Sample 4. City of Bismarck Municipal Airport and Fargo Municipal Airport Authority Mutual Aid Agreement (2010)

##### MUTUAL AID AGREEMENT

Whereas, the City of Bismarck Municipal Airport (Bismarck) and Fargo Municipal Airport Authority (Fargo) anticipate a demand for mutual aid and cooperation in the use of their Airport personnel and equipment during times of emergency;

Now, therefore, Bismarck hereby agrees that its Airport personnel will render mutual aid to Fargo and Fargo hereby agrees that its Airport personnel will render mutual aid to Bismarck in an emergency situation under the following conditions:

1. The Airport official or other approved designee of an assisting city shall have the authority in an emergency to determine whether personnel and/or equipment shall be sent beyond the jurisdiction of the assisting city. It is the intention of this Agreement to vest in each party the sole right to determine when its needs will permit it to respond to a call by the other city. It is further agreed that any city failing to respond shall not be liable for damage to the requesting city.
2. The Incident Command System must be used. All qualifications and certifications of responding individuals shall be recognized. The Incident Commander may request mutual aid by any expeditious means and is responsible for all resources assigned to or responding to an incident. The individual in charge of an assisting city's personnel and equipment shall notify the Incident Commander upon arrival and shall retain the ability to withdraw personnel or equipment upon notification to the Incident Commander. An assisting city withdrawing from an emergency response operation is not liable for damage to the requesting city.
3. With the exception of volunteers, the parties to this Agreement shall continue to provide the same salaries and benefits to their employees who are assigned to render assistance to another city in performance of this Agreement as that employee would receive if on-duty within their own jurisdiction. If emergency grant funds or other assistance becomes available to the requesting city, the requesting city shall reimburse the assisting city, whether paid or volunteer within their own jurisdiction, on an equitable basis at rates consistent with the policies of the agencies or entities providing emergency grant funds or other reimbursement assistance, for costs incurred by the assisting city for salaries and benefits. Costs for repairs and maintenance of equipment shared, used, or expended while rendering assistance under this Agreement will be borne by the city owning the equipment unless emergency grant funds or other assistance become available. Personnel of an assisting city who sustain injury or death in the course of their employment are entitled to all applicable benefits normally available to personnel while performing duties for their city.
4. Either party to this agreement may at any time withdraw from further participation in this Agreement by giving 30 days prior written notice of termination to the other party. This Agreement is independent of any written agreements with other political subdivisions or agencies. The terms used in this Agreement are as defined in Chapter 37-17.1 of the North Dakota Century Code.

Dated this day of \_\_\_\_, 2011.

**Bismarck Municipal Airport**

Dated this \_\_\_\_ day of May, 2011

**Fargo Municipal Airport Authority**

**Sample 5. Chisholm-Hibbing Airport Authority and City of Hibbing Letter of Agreement (2010)****CHISHOLM-HIBBING AIRPORT AUTHORITY (CHAA) AND CITY OF HIBBING (CITY)****LETTER OF AGREEMENT EFFECTIVE:****2****010****SUBJECT: AIRPORT EMERGENCY SERVICE**

**PURPOSE.** The purpose of this agreement is to prescribe procedures to be used, to the extent practicable, in the event of an emergency, actual or potential, on the Range Regional Airport (Airport) during the hours that the Airport is operational.

**1. CANCELLATION.** This Letter of Agreement supersedes any previous letter or agreement that may have been in place prior to the date of this Agreement.

**2. SCOPE.** In the event of an aircraft accident, bomb threat, or other emergency, actual or potential, on or in the vicinity of the Range Regional Airport, Chisholm–Hibbing Airport Authority (CHAA) personnel will alert emergency equipment when any of the following request such action:

- a. An airport tenant or patron.
- b. The pilot of the aircraft concerned.
- c. The operator/owner of the aircraft or his/her representative.
- d. A representative of airport management.

The Airport will automatically be closed when:

- a. City emergency response equipment responds to any emergency which requires travel on the designated Movement Area (airfield runways/taxiways).
- b. Any aircraft accident or incident, or other emergency, occurs on, or in the vicinity of, the Airport to which CHAA Aircraft Rescue and Firefighting equipment responds.

The Airport will remain closed until Duluth Air Traffic Control Tower personnel and emergency response personnel have received authorization from the airport manager or designated representative to open partial or complete areas of the Airport. In cases of minor incidents, telephone permission will be allowed.

The type and amount of equipment and number of personnel responding to the emergency will be determined by the Incident Commander. After receiving the notification of the emergency, the personnel operating the equipment will be responsible for handling the emergency.

**3. RESPONSIBILITIES.**

a. **Airport Operator:** It will be the responsibility of CHAA personnel to:

(1) Alert emergency response personnel in accordance with established procedures for:

- (a) Each of the three types of alert classifications listed below in paragraph 4.a.(1)(a) through(c).
- (b) Any other Airport emergency, actual or potential, which comes to the attention of CHAA personnel.

(2) Ensure that at least one on-scene individual/vehicle maintains two-way radio communications with the Duluth Air Traffic Control and Unicom (local) Airport traffic.

(3) Provide training to emergency response personnel regarding the operation of vehicles on the Airport Movement Area, to include the use of two-way radios and updates of airfield conditions that may affect vehicle routes.

(4) Provide City Emergency Management the Airport's air carrier schedule.

(5) In coordination with the City, as appropriate, develop and maintain necessary emergency plans and procedures.

b. **City Emergency Management:** It will be the responsibility of the City Emergency Management personnel to:

- (1) Provide and maintain response equipment and personnel in accordance with established procedures for:
  - (a) Each of the three types of alert classifications listed below in paragraph 4.a.(1)(a) through (c).
  - (b) Any other Airport emergency, actual or potential, which comes to the attention of City personnel.
- (2) Ensure response personnel are trained and familiar with Airport access routes, Airport gate access procedures, and airfield driving procedures.
- (3) Ensure response personnel meet the basic emergency medical services training requirements of Federal Aviation Administration Part 139.319 (i) (4).
- (4) In coordination with the CHAA, as appropriate, develop and maintain necessary emergency plans and procedures.

#### 4. PROCEDURES.

##### a. Aircraft Emergencies:

##### (1) Classifications:

(a) **ALERT I:** Potential minor emergency; City equipment requested on standby positions. Airport not closed unless City equipment responds to the designated Movement Area.

##### The CHAA will:

- (i) Notify designated emergency response personnel in accordance with established procedures (9-1-1, radio, pager, cell phone, etc.).
- (ii) Notify airport manager or designated representative.
- (iii) Notify aircraft operator/owner or designated representative, if able.
- (iv) Notify City when incident is cancelled.

##### The City will:

- (v) Ensure adequate level of emergency response equipment and personnel are placed on standby positions.
- (b) **ALERT II:** Potential major emergency; aircraft has fire on board, faulty landing gear, no hydraulic pressure, etc. Airport is closed after aircraft lands.

##### The CHAA will:

- (i) Notify emergency response personnel in accordance with established procedures (9-1-1, radio, etc.)
- (ii) Notify airport manager or designated representative.
- (iii) Notify aircraft operator/owner or designated representative, if able.
- (iv) Provide appropriate ground control directives to responding emergency vehicles, as needed.
- (v) To the extent practicable, keep other aircraft and ground vehicle operators clear of the area involved in the emergency.
- (vi) The CHAA will inspect the airfield prior to the airport manager re-opening the Airport to aircraft operations.

##### The City will:

- (i) Respond to the Airport with equipment determined by Incident Commander. This may typically include 1—1,000 gallon pumper and crew, 1—ambulance and crew, 1—law enforcement vehicle and officer.
- (ii) Ensure adequate level of emergency response equipment and personnel are placed on standby positions in the event the incident escalates to an Alert III.
- (iii) Hospitals, area fire departments and ambulance companies on standby if required (9-1-1 function).

(c) **ALERT III:** Aircraft involved in an actual accident on or near the Airport. Airport is closed if any emergency equipment must traverse the Airport to reach scene.

The CHAA will:

- (i) Notify emergency response personnel in accordance with established procedures (9-1-1, radio, pager, cell phone, etc.)
- (ii) Close the airport.
- (iii) Notify airport manager or assistant manager.
- (iv) Notify aircraft operator/owner or his or her representative, if able.
- (v) Provide appropriate ground control directives to responding emergency vehicles, as needed.
- (vi) Control the movement of aircraft and vehicles on the Movement Area to permit emergency response vehicle access to/from the accident area. The movement of emergency vehicles will take priority over that of taxiing aircraft until the emergency condition has ended.
- (vii) The CHAA will inspect the airfield prior to the airport manager re-opening the Airport to aircraft operations.

The City will:

- (i) Respond to the Airport with equipment determined by Incident Commander. This may typically include 2—1,000 gallon pumpers and crew, 2—ambulances and crew, 2—law enforcement vehicles and officers.
- (ii) Area fire departments and ambulance companies will be told to respond if required (9-1-1 function).
- (iii) Mass casualty response will be ordered if required.
- (2) **Information.** The CHAA will provide the following information to emergency response personnel whenever possible:
  - (a) Aircraft identification.
  - (b) Aircraft type.
  - (c) Nature of emergency.
  - (d) Estimated time of arrival.
  - (e) Landing runway.
  - (f) Number of persons on board (crew and passengers).
  - (g) Amount of fuel on board.
  - (h) Type and location of dangerous cargo on board.
  - (i) Type and location of any animals on board.
- (3) **Bomb threat, hijack, dangerous cargo, and other emergencies.** Any time CHAA personnel become aware of an actual or potential situation which may present a threat to the health and safety of the public,

The CHAA will:

- (a) Notify designated emergency response personnel in accordance with established procedures (9-1-1, radio, etc.).
- (b) Notify airport manager or designated representative.
- (c) Notify aircraft operator/owner or designated representative, if able.
- (d) Close the Airport to all traffic except the target aircraft.
- (e) Direct the target aircraft to the designated search area.
- (f) Standby to assist in communications, if requested.
- (g) Control the movement of aircraft and vehicles on the Movement Area to permit access to/from the designated search area. The movement of emergency vehicles will take priority over that of taxiing aircraft until the emergency condition has ended.

The City will:

- (h) Respond to the Airport with equipment determined by Incident Commander. This may typically include 2—law enforcement vehicles and officers, hazardous materials response crew.
- (i) Ensure adequate level of emergency response equipment and personnel are placed on standby positions in the event the incident escalates.

Original signed by:  
 Emergency Services Manager, City of Hibbing  
 Airport Manager, Chisholm-Hibbing Airport Authority

**Sample 6. Chennault International Airport Authority—Northrop Grumman Technical Services, Inc.  
Memorandum of Understanding (2010)**

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) dated, 25 October 2010, is entered into by Northrop Grumman Technical Services, Inc., Lake Charles, Louisiana, and Chennault International Airport Authority (“CIAA”), Lake Charles, Louisiana, for the sole purpose of providing a mutual understanding of section 19.2 of Amendment No.2 to the restatement of the sublease between Chennault International Airport Authority and Northrop Grumman Systems Corporation for the premises located at Chennault International Airport, Lake Charles, Louisiana. Background:

During the last Government Flight Representative GFR Survey, an observation was made by the GFR requesting Northrop Grumman and Chennault International Airport Authority develop a written agreement detailing ARFF responsibilities in accordance with National Aerospace Standard 3306, (NAS 3306 attached). For this reason, the following responsibilities are being listed:

Responsibilities:

1. CIAA maintains active fire protection and fire prevention program 24 hours a day, seven days a week in accordance with FAR 139.315/317/319 requirements and/or the August 13, 2009 Revision 2 NAS 3306 paragraph 5.3.5
2. All aircraft flying activities will be supported as follows:
  - From 30 minutes prior to takeoff and until 30 minutes after takeoff
  - 15 minutes prior to landing until 10 minutes after the aircraft is secured in parking after landing
  - During all touch and go landings and high speed taxi tests
3. CIAA shall provide a full complement of ARFF support for hazardous operations including but not limited to hot work on aircraft (welding), in accordance with NAS 3306 table 5-1.
4. The first engine runs of newly installed engines are monitored by a minimum of one (1) ARFF vehicle, staffed by four (4) persons.
5. During periods where a hangar fire suppression system is inoperative, CIAA Fire Department will be notified and a single ARFF vehicle manned with four fire fighters will be stationed in the immediate vicinity of the hangar.
6. All flight activities are monitored in accordance with NAS 3306. Vehicles are pre-positioned to enhance response times and all vehicles maintain communications with the aircraft or Air Traffic Control Tower (ATCT) ground control. After notification of the intent to taxi, the Fire Department shall maintain communications capabilities with the aircraft or Air Traffic Control Tower control tower, until the aircraft has landed and the aircraft is inside the Northrop Grumman leased property and the engines have been shutdown.
7. Whenever possible, Northrop Grumman will provide the CIAA Fire Fighting services and CIAA Operations a 48 hour advance notice of activities requiring additional ARFF support.
8. All additional support services to meet the intent of NAS 3306 in support of the KC-10 and E-SC Joint Stars will be billed as an over and above charge for the additional equipment and personnel. There is a minimum call in charge of four hours for all personnel called in. The rate consists of the following:
  - a. Duty vehicle free
  - b. A labor charge of \$80 dollars each per hour for vehicles 2 and 3 called out for operational support (standard minimum of 4 hour charge regardless of short duration). Eighty dollars will be charged for each additional hour.
  - c. A charge of \$50 dollars an hour will be levied for ARFF vehicle engine runtime in excess of normal Index A ARFF operations. Fifty dollars an hour will be charged only when vehicles engines are running to support an augmented event.
9. These charges apply to each separate aircraft event regardless of type aircraft or subcontractor under the direct scope of Northrop Grumman.
10. CIAA Fire Fighting Department shall expedite the invoicing of each event to CIAA Finance Director for immediate submission to Northrop Grumman Finance Department.

This MOU is written to detail ARFF responsibilities and in no way changes existing responsibilities as described in the Sublease and attached NAS 3306 document.

**TERMS:**

This MOU will become effective on the date signed by the parties and shall remain in effect until December 2015. The MOU will be reviewed each year to incorporate any necessary changes.

Persons authorized to receive notice pursuant to this MOU are the following or their successors:

**Signatories for Chennault International Airport Authority**

**For Northrop Grumman Technical Services**

## APPENDIX E

### Mutual Aid Agreements from Case Examples

#### Sample 7. Salt Lake City International Airport Interlocal Agreement (2012)

##### MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT FOR SHERIFF AND POLICE SERVICES

RECORDED APR 02 2012  
(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this \_\_\_\_\_ 2012, by and among: Attorney General's Office, Cottonwood Heights, Draper City, Granite School District, Murray City, Salt Lake Airport Police, Salt Lake County, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, Taylorsville City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, United States Marshall for Utah, University of Utah Police, Utah Transit Authority (UTA), Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, West Jordan City, West Valley City one of which shall be called an "Agency" or any two or more of which may be called "Agencies" herein. The term "all Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

**PURPOSE:** Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes, and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over all above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs, subject to the control of each individual Agency. All equipment and personnel of any Agency's law enforcement department shall herein be referred to as Resources. The Agencies do not wish to provide for reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis. This Agreement is intended to replace the Multi-jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996. The Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its resources cannot be spared for assisting other Agencies. This Agreement is not intended as a substitute for or to abrogate Agreements created pursuant to Section 53-12-302, Utah Code Annotated.

**CONSIDERATION:** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

**EFFECTIVE DATE, TERM:** This Agreement shall become effective when two or more agencies each execute an original or copy of this Agreement as required by law, and send or deliver an original copy of the executed Agreement to the Sandy City Police Chief, 10000 South Centennial Parkway, Sandy, Utah 84070. The Sandy City Police Chief shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2015, subject to termination by any Agency or all the Agencies as provided in Section 8.



NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

### SPECIFIC PROVISIONS

1. Assistance. The Agencies shall each provide their available Resources to assist any other Agency upon request by any other Agency, provided that the responding Agency shall have Resources reasonably available, in the sole discretion of the responding Agency. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, a responding Agency shall send only certified peace officers to an Agency requesting assistance hereunder unless the requesting Agency requests otherwise. Any responding Agency's law enforcement officers shall be fully certified, authorized and empowered as law enforcement officers when in a requesting Agency's jurisdictional boundaries and when following orders of the requesting Agency's Commander or the incident commander.
2. Agency First Response, Dispatch. Each Agency shall instruct its dispatchers or the organization which provides dispatching services for its law enforcement department to first send Resources from its own department to any police emergency which the department is equipped to handle within its own political boundaries before requesting assistance from other Agencies. The chief officer from the department in whose boundaries the emergency occurs, who is responsible for coordinating law enforcement response to the emergency, or such other officer whom he shall designate shall be the commanding officer at the scene or location for which police assistance is sought from other Agencies (herein called the "Incident Commander"). He or she may request that his or her dispatcher may request assistance from any other Agency or Agencies.
3. Command at Scene, Release of Resources. The responding personnel or the chief officer from each Agency sending personnel and Resources to assist any other Agency shall report to the Incident Commander upon arrival at the scene of an emergency or the location where assistance is requested, All shall follow the lawful directions of the Incident Commander with respect to the emergency. The incident Commander shall, where reasonably able to do so, release Resources from other Agencies before releasing the Resources of his own Agency when no longer needed at the incident scene.
4. No Compensation. No Agency shall request or receive reimbursement for providing Resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.
5. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, or of any other nature of any of the Agencies.
6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.
7. Hold Harmless and Indemnity. Each party (the responsible party) agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorneys' fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the forgoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act of Utah (Chapter 63-30D, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.
8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30 day's prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination, including obligations under paragraph 7, shall survive the termination of this Agreement.
9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.
10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein (Prospective Agency) which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that it employ law enforcement officers, and provided that it first give 30 days' written notice to each Agency hereto of its intent to become an Agency, and provided that a majority of the Agencies shall not within 30 days thereafter notify the Sandy City Police Chief in writing that they object to the Prospective Agency becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Agency becoming a party hereto, then the Sandy City Police Chief or his designee shall promptly notify the Prospective Agency that its application was rejected. A prospective agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies police chiefs, or their designees, shall constitute a joint board for such purpose.

12. No Effect on Other First Response Agreements. This Agreement shall supersede the Multijurisdictional Mutual Aid Agreement for Police and Sheriff Services made in or about August, 1991 among some of the Agencies, which was amended and extended in or about 1996 for an additional five years, but this Agreement shall not supersede those existing agreements of Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis.

13. Whole Agreement, Modifications. This Agreement constitutes the whole agreement of the parties, and replaces all prior agreements and understandings, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.

16. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless there from: The Agencies shall not be liable for compensation or indemnity to any other agency's employee for any injury or sickness arising out of his or her employment, and the Agencies shall not be liable for compensation or indemnity to any agency employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

17. Real or Personal Property. The Agencies do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Agencies jointly for the undertaking, and paid for by two or more of them, then it shall be divided as the contributing Agencies' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Agencies' proportionate share of the purchase of the item of property.

18. Counterparts. This Agreement may be executed in original counterparts, each of which will be deemed an original.

19. Titles and Captions. The titles and captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: Salt Lake City Corporation, Department of Airports and Commercial Services

DATE: \_\_\_\_\_

**Sample 8. Salt Lake City International Airport—American Red Cross Memorandum of Understanding (2010)**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SALT LAKE CITY DEPARTMENT OF AIRPORTS  
AND GREATER SALT LAKE AREA CHAPTER, AMERICAN RED CROSS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as effective as of July 1, 2009, by and among SALT LAKE CITY CORPORATION (“City”) and the GREATER SALT LAKE AREA CHAPTER, AMERICAN RED CROSS (“GSLAC”).

WHEREAS, City owns and through its Department of Airports (“SLCDA”) operates the Salt Lake City International Airport (“Airport”); and,

WHEREAS, GSLAC has the legal right and the obligation to provide disaster relief services in the event of disasters; and,

WHEREAS, GSLAC desires to place up to four (4) disaster response trailers at Airport as a part of its public disaster relief operations; and,

WHEREAS, City is agreeable to allowing GSLAC to keep said disaster response trailers at the Airport as hereinafter set forth in this MOU;

NOW THEREFORE, the parties agree as follows:

1. GSLAC will pre-position up to four (4) 20-foot trailers at Airport. Trailers shall be parked at a location or locations authorized by City. Each trailer will contain cots, blankets, Comfort Kits, ARC shelter operation forms, and other supplies and materials needed to support shelter operations for approximately 72 hours. Pre-positioned trailers will not include food items.
2. The pre-positioned trailers will be identified as an American Red Disaster Relief asset. GSLAC will provide a key to each trailer’s lock so in case the City deems it necessary to access the trailer.
3. The supplies stored within the pre-positioned trailers shall be the property of GSLAC. In the event of a disaster, either GSLAC or City may open the trailers for the purpose of setting up a shelter and/or distributing and/or using the items stored. Whenever it is necessary to set up a shelter and/or use the items stored inside the trailer, each party agrees to notify the other that the trailer has been opened, and provide a list of the items used. When possible the parties will provide such notice prior to opening trailers. Primary contact information is provided in Attachment A attached hereto and hereby incorporated by reference.
4. If a trailer is opened and supplies are used, lost or destroyed, the party opening the trailer will be responsible for the cost of resupplying the trailer. If City opens a trailer and is responsible for the use, loss or damage of supplies it shall immediately inform the GSLAC contact person. The GSLAC contact person will schedule replacement of the used or lost inventory by its supply vendor so that the full inventory is maintained. Items will be replaced in accordance with the following cost schedule:
  - Cots at a cost of \$28.95 each
  - Blankets at a cost of \$5.25 each
  - ARC uni-sex comfort kits at a cost of \$2.51 each
5. The City will specify the initial location where each trailer will be parked. The City will ensure that GSLAC has 24 hour access to each trailer. If the City desires to relocate trailers from their initial locations City will notify the primary contact at GSLAC of the new trailer locations and the date moved. The City agrees to provide reasonable and prudent security for the trailers at each location. If prudent security has been implemented and trailers are vandalized GSLAC will be responsible for repairing damage and replacing supplies. Point of contact for trailers will be Airport dispatch at (801) 575-2401. If GSLAC moves a trailer or trailers from the Airport or adds trailers, up to the limit of four trailers, GSLAC will notify the Airport Emergency Program Manager.
6. This MOU shall have a term of five (5) years from the date of execution hereof. Notwithstanding the above, each party reserves the right to cancel this MOU for any reason prior to expiration upon at least thirty (30) days written notice of cancellation to the other party.

7. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** GSLAC represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
8. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by GSLAC pursuant to this MOU are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with GSLAC. Any materials for which GSLAC claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from GSLAC explaining GSLAC's claim of exemption from disclosure. City will make reasonable efforts to notify GSLAC of any requests made for disclosure of documents submitted under a claim of confidentiality. GSLAC may, at GSLAC's sole expense, take any appropriate actions to prevent disclosure of such material. GSLAC specifically waives any claims against City related to disclosure of any materials required by GRAMA.
9. **RULES AND REGULATIONS.** In using Airport facilities hereunder, GSLAC agrees to comply with all applicable laws of the United States of America and the state of Utah and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration with reference to airport security; and all applicable lawful rules, regulations and ordinances of City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations.
10. Mutual indemnification and resolution language specific to Salt Lake City and Utah.
11. City shall provide GSLAC with a certificate showing that the City maintains the following policies of insurance:
  - a. Commercial General Liability coverage to include Products and Completed Operations, Contractual and Personal and Advertising Injury Liability with minimum limits of \$1,000,000 per each occurrence.
  - b. Workers' Compensation providing statutory benefits as required by law and including Employers' Liability with limits of at least \$250,000 Per Accident for Bodily Injury by accident, \$500,000 policy limit for Bodily Injury by Disease, and \$250,000 Per Employee for Bodily Injury by Disease.
  - c. Automobile Liability including liability Hired and Non-Owned Autos with limits of at least \$1,000,000 combined single limits.

In WITNESS WHEREOF, this MOU has been executed on the day and year first above written and is effective and operative as to each of the parties as herein provided.

SALT LAKE CITY CORPORATION

GREATER SALT LAKE AREA CHAPTER,  
AMERICAN RED CROSS

**Attachment A**

PRIMARY CONTACT INFORMATION

Salt Lake City Department of Airports

**Airport Control Center and Dispatch (24 hour a day point of contact)**

Greater Salt Lake Area Chapter, American Red Cross

**Sample 9. Salt Lake City International Airport Police—Utah Air National Guard K9 Mutual Aid Agreement (2010)**



UTAH AIR NATIONAL GUARD

MEMORANDUM OF UNDERSTANDING

FROM: 151 SFS/CC  
765 North 220 West  
Salt Lake City, UT 84116-299

SUBJECT: SALT LAKE CITY AIRPORT POLICE DEPARTMENT'S K-9 SUPPORT

1. To fulfill the mission of the 151st Security Forces Squadron, as per the Anti-Terrorism Force Protection plan, it may be necessary to implement the use of a Police Service Dog.
  - At the present, the 151st Security Forces Squadron does not have that needed resource.
  - In the event the use of a Police Service Dog becomes evident, the 151st Security Forces Squadron requests assistance of the Salt Lake City Airport Police.
2. Thank You in advance for this vital assistance.

151 SFS, Commander

Commander, 151 SFS  
Utah Air National Guard

CHIEF OF POLICE  
SALT LAKE CITY DEPARTMENT OF AIRPORTS





UTAH AIR NATIONAL GUARD  
Security Forces, 151st Air Refueling Wing (AMC)

03 October 2007

MEMORANDUM OF UNDERSTANDING

FROM: 151 SFS/CC  
765 North 2200 West  
Salt Lake City, UT 84116-2999

SUBJECT: SALT LAKE CITY AIRPORT POLICE DEPARTMENT'S K-9 SUPPORT

1. To fulfill the mission of the 151st Security Forces Squadron, as per the Anti-Terrorism Force Protection plan, it may be necessary to implement the use of a bomb detecting, Police Service Dog.

- At the present time, the 151st Security Forces Squadron does not have that needed resource.
- In the event the use of a bomb detecting Police Service Dog becomes evident, the 151st Security Forces Squadron requests the assistance of the Salt Lake City Airport Police's Police Service Dog.

2. Thank You in advance for this vital assistance.

151 SFS / Commander

/ \_\_\_\_\_  
Accept Assistance

/ \_\_\_\_\_  
Decline Assistance

**Sample 10. Hammond Northshore Regional Airport—Louisiana Military Department (National Guard)**

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT  
 Between  
 CITY OF HAMMOND  
 And  
 HAMMOND NORTHSORE REGIONAL AIRPORT AUTHORITY  
 And  
 LOUISIANA MILITARY DEPARTMENT

This Cooperative Endeavor Agreement, made and entered into this day of February, 2007 by and between the City of Hammond, hereinafter sometimes referred to as “City,” the Hammond Northshore Regional Airport Authority, herein sometimes referred to as the “Authority” and the Louisiana Military Department, hereinafter sometimes referred to as “State.”

WITNESSETH:

I. Introduction

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, the State has a leasehold title to the property leased to the State by the City and the Authority for the purpose of construction of permanent Louisiana Army National Guard Aviation maintenance facilities and unit readiness centers to house, train and administer aviation units and soldiers and to provide maintenance for aircraft and ground support equipment; and,

WHEREAS, the National Guard Bureau has provided Military Construction (MILCON) and Sustainment, Restoration and Modernization (SRM) funding to the Louisiana Army National Guard through the Louisiana United States Property and Fiscal Officer (USP&FO) for Hurricane Katrina recovery and reconstitution of aviation units and support facilities at the Hammond Northshore Regional Airport; and,

WHEREAS, State has entered into contracts for construction of new facilities, infrastructure and temporary facilities at the Hammond Northshore Regional Airport to house 500 Louisiana Army National Guard aviation pilots and support personnel and aircraft mechanics; and,

WHEREAS, the City and Authority has leased 182 acres of land to the State, consisting of 127 acres of developed area, 25.7 acres of undeveloped area and 29.3 acres of wet lands; and

WHEREAS, the current programmed construction footprint is 55.92 acres of the 127 developed area for construction of buildings, infrastructure and pavement; and,

WHEREAS, the Federal Aviation Administration (FAA) requires that the State enter into an in-kind agreement with the Authority for the leased property; and,

WHEREAS, the Authority has calculated the value of the 55.9 acres currently programmed for construction as \$292,200 and the State agrees to provide annual payment to the Authority through in-kind services and/or cash payments in the amount of \$292,200,

NOW THEREFORE, the State, City and Authority agree to cooperate in the manner as hereinafter provided:

II. Scope of Services

The **City** and **Authority** will provide the exclusive use to **State** of 182 acres of land owned by the **Authority** located at Hammond Northshore Regional Airport, Hammond, Louisiana and leased to the **State** by the **City** and **Authority**.

**State** will provide in-kind services and/ or cash payments in the amount of **\$292,200** annually to the **Authority** to satisfy the FFA requirements for **State** use of the property for Army aviation purposes and for emergency response to natural or civil emergencies or terrorist activities on the call of the Governor or President of the United States for public safety, security and disaster and/or emergency preparedness coordination. The Louisiana Military Department and Louisiana National Guard will provide the following in-kind services:

1. **State** will plan, design and construct a new T-hangar for the **Authority** at **State’s** expense for exclusive use by the **Authority**. This project is nearing completion and will be ready for occupancy by March 2007. The total cost of this project is **\$602,058**. This project represents a cost avoidance to the **Authority** and subsequent rental of the T-hangar by the **Authority** is a revenue source to the **Authority**.

2. As part of its Sustainment, Restoration and Modernization funding for federal FY 2006, the **State** leased temporary modular office space and maintenance tents and constructed utilities infrastructure to support the leased space, aircraft parking area, privately owned vehicle parking area and installed IT support. This work was contracted by the **State** at a cost of **\$3,631,104.47** including planning, design and construction. Upon occupancy of newly constructed buildings by the **State**, **State** will vacate the leased space and turn over the installed infrastructure and paved areas to the **Authority** for its use.
3. The **State** conducted the environmental assessment (EA) of the property leased to it at its expense using a combination of an environmental professional services contractor and **State** environmental employees assigned to the **Military Department's** Environmental Management Branch. The EA was approved by the National Guard Bureau and the FAA. The total cost of the EA was **\$71,350**. This is an in-kind service to the **Authority**, which customarily would have provided the environmental assessment at its cost.
4. The **State** will purchase aviation and ground support equipment fuel from the Authority's fuel contractor. Based on established usage for routine training and operations of the aviation units and activities, the annual payment to the **Authority** will be **\$70,000**. This does not include any fuel usage to support civil or natural emergencies, such as Hurricane Katrina, or for additional aircraft and ground support equipment that will be assigned to the aviation units as a result of the Army transformation. For example, fuel revenue to the **Authority** as a result of a Katrina-type event, would have been \$64,000, making the annual total \$134,000. Based on the aviation command assessments, fuel revenue to the **Authority** for future years should be approximately **\$100,000** without any emergency usage.
5. The **State** has contracted planning, design, and construction of new facilities at the airport for its aviation assets with a total cost of **\$99,677,486**. Under the terms of the lease, should the facilities not be used for military purposes, the land and all improvements will be returned to the **City** and **Authority** for its use.
6. **State** will provide grass cutting and grounds maintenance of its leased premises, eliminating this as an **Authority** responsibility. The service is under contract now with an annual cost of **\$22,950**, which will increase when the buildings are constructed and grass cutting will include fine cut requirements.
7. **State** will contract through the **Authority** for a 24/7 crash rescue service that will be first responders to both military and civilian aircraft landing and taking off from Hammond Northshore Regional Airport, a general aviation airport. The **State** will fund the full cost of this service, estimated to be **\$225,000** annually, based on contracts in place at similar general aviation airports having military aviation units as a tenant. The fire rescue service is also capable of providing back-up support to firefighters responding to building fires.
8. **State** will contract through the **Authority** for a 24/7 security guard service that will provide force protection and physical security services for the National Guard units and personnel located at **Airport** in accordance with National Guard Bureau Anti-Terrorist! Force Protection (AT/FP) Security Criteria. The estimated annual cost of this service is \$142,000.
9. **State** will negotiate with the **Authority** to pay an airport usage cost associated with landings, takeoffs and runway usage.
10. A component of the Army Aviation Support facility (AASF) to be constructed at the **Airport** is a fixed wing hangar. This affords an opportunity for establishment of a fixed wing hub, funded by National Guard Bureau, and will increase the number of fixed wing aircraft housed at the **Airport** plus additional landings and departures, increasing **Authority** revenue for fuel and associated support.
11. **State** will consider providing funding assistance for **Authority** projects that benefit the Louisiana National Guard, such as increased fire protection coverage, parallel taxiways, and any future projects that benefit users of the Hammond Airport.
12. **State** will aid in the acquisition of property south of the approach to Runway 31 to eliminate displaced threshold and install approach lighting.
13. **State** through its assigned National Guard units at Hammond Airport will provide Foreign Object Damage (FOD) removal from the UH-60 helicopter parking, the hangar ramp area that it occupies and the area of Taxiway Charlie used as a crossing area from the Guard hangar to its ramp area. This service is essential to aircraft safety.
14. The presence of the Louisiana National Guard on the Hammond Airport provides an emergency response capability that benefits both the Authority and citizens of Hammond.
15. As part of new construction, the **State** will install security fencing that meets DOD Security Engineering Standards and will maintain and repair this fence at its cost. The **State** further agrees to assist the **Authority** in maintaining the perimeter fence at the Hammond Airport.

16. **State** will provide all maintenance, repair, service agreements such as pest control, garbage disposal, janitorial services and service contracts for electrical, mechanical, and IT systems installed at its facilities. **State** will work with **Authority** and **City** to use local vendors and contractors.
17. **State** will bear the cost of all utilities and utility systems repairs on its premises.

### III. Goals, Objectives, Deliverables, Measurements, Monitoring Plan

1. The goal of this Intergovernmental Agreement is for the State to provide in-kind services and/or cash payments to the **Authority** meeting FAA requirements in return for the exclusive use of property leased to the **State** by the **City** and **Authority** for the **State** to construct Army National Guard Facilities and Infrastructure at the Hammond Northshore Regional Airport
2. The objective of this Intergovernmental Agreement is to identify in-kind services and/ or cash payments that the **State** may provide to the **Authority** annually to compensate the **Authority** for FAA agreed value of the leased property and to establish mutually beneficial interface to the parties to this Agreement.
3. The deliverables are an annual written report prepared by the **Authority** for submittal to FAA verifying that the **State** has met its annual fiscal responsibility to the **Authority** or any shortfall by the State for that year. The **State** and **Authority** will develop a list of in-kind services or cash payments to be made to meet FAA requirements and add to or delete services from the list annually.
4. The measurements for this agreement will be a quarterly review between the **Authority** and **State** to assess payment progress and to review services as required, ensuring that the annual payment required by the **State** will be met.
5. The monitoring plan is for Maria Finch, a contract employee of the State Contracting Office and Construction and Facility Management Office at Hammond Airport, representing the **State** to work closely with Jason Ball, the Airport Manager, representing the **City** and Authority to ensure the **State's** fiscal responsibility in this agreement is reached.

### IV. Related Costs

The **State** shall be responsible for any and all costs associated with the maintenance, upkeep, and utility services required to occupy the property.

### V. Contract Term

This Agreement shall be for the term of the lease with the **City** and **Authority** and will terminate ninety-nine (99) years from the date of execution of this agreement, unless amended in writing and approved by all parties. The parties shall review this agreement at five (5) year intervals to address any changes or costs associated with the Agreement, and issue the appropriate amendment to the agreement for approval by all parties to the Agreement.

### VI. Termination for Convenience

This Agreement may not be terminated by any party to the Agreement without the written approval of all parties to the Agreement, except that this Agreement may be terminated by the **City** and the **Authority**, if the **State** ceases to use the property for Military purposes as specified in the referenced lease.

### VII. Termination for Cause

**City** and **Authority** may terminate this Agreement for cause based upon the failure of the **State** to comply with the terms and/or conditions of this Agreement, provided that **City** and **Authority** shall give the **State** written notice specifying the **State's** failure. If within thirty (60) days after receipt of such notice, the **State** shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then **City** may, at its option, place the **State** in default and this Agreement shall terminate on the date specified in such notice. Louisiana Military Department may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of **City** and **Authority** to comply with the terms and conditions of this contract; provided that the **State** shall give **City** and **Authority** written notice specifying **City's** and **Authority's** failure and a reasonable time for **City** and **Authority** to have an opportunity to cure the defect.

### VIII. Remedies for Default

Any claim or controversy arising out of this **Agreement** shall be resolved pursuant to the general laws of the **State of Louisiana**.

## IX. Assignment of Interest

Louisiana Military Department shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, notation or otherwise), without the prior written consent of the **City** and **Authority**.

## X. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the **State of Louisiana**, and/or the Office of the Governor, Division of Administration auditors, and/or the **City** auditor shall have the option of auditing all records and accounts of Louisiana Military Department that relate specifically to this Agreement.

## XI. Discrimination Clause

The **City**, **Authority** and the **State** agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The **City** and the Military agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the **City** or the Military, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

## XII. Entire Agreement

This Agreement, together with any exhibits and/or attachments specifically incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, this Intergovernmental Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of the **City of Hammond**, for the purposes, uses and benefits herein expressed, in the presence of the undersigned competent witnesses, at Hammond, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**City of Hammond**

**IN WITNESS WHEREOF**, this Intergovernmental Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of Louisiana Military Department, for the purposes, uses and benefits herein expressed, in the presence of the undersigned competent witnesses, at Hammond, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**LOUISIANA MILITARY DEPARTMENT**

-- Lester R. Schmidt, Colonel, LSG

Title: State Contracting Officer

**IN WITNESS WHEREOF**, this Intergovernmental Cooperative Endeavor Agreement has been signed by the duly authorized representative of the Hammond Northshore Regional Airport, for the purposes, uses and benefits herein expressed, in the presence of the undersigned competent witnesses, at Hammond, Louisiana on the date shown below, to be effective on the date written above, after a due reading of the whole document.

**WITNESSES:**

**HAMMOND NORTHSORE  
REGIONAL AIRPORT AUTHORITY**

Title: Airport Manager

## APPENDIX F

### Checklist for Mutual Aid Agreements

Checklist for Mutual Aid Agreements		
Element	In Proposed Draft	In Approved Mutual Aid Agreement
“Escape clause” that explains when operational situations such as ARFF Index requirements may restrict a response.		
Support from airport senior management		
Clarity		
Legal review of agreement by airport’s counsel		
Identification of parties		
Identification of types of emergency covered		
Types of aid to be provided		
Communications protocols		
Speed with which aid will be provided		
Restrictions that may limit or prevent provision of aid		
Legal basis (enabling legislation or ordinance) for mutual aid agreement		
Incorporation in whole or by reference in AEP (where airport has an AEP)		
Full NIMS/ICS compliance built into every aspect of agreement		
Security and access provisions developed in consultation with TSA and law enforcement		
Safety provisions required by airport’s SMS (where SMS present)		
Contact lists		
Effective date		
Schedule for review and revision of agreement		
Schedule and procedures for updating contact information		
Training requirements and schedule to support agreement		
Drill schedule		
Exercise schedule		
Documentation requirements		
Procedures for after-action review		



Abbreviations used without definitions in TRB publications:

A4A	Airlines for America
AAAE	American Association of Airport Executives
AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway and Transportation Officials
ACI-NA	Airports Council International-North America
ACRP	Airport Cooperative Research Program
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Trucking Associations
CTAA	Community Transportation Association of America
CTBSSP	Commercial Truck and Bus Safety Synthesis Program
DHS	Department of Homeland Security
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
HMCRP	Hazardous Materials Cooperative Research Program
IEEE	Institute of Electrical and Electronics Engineers
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITE	Institute of Transportation Engineers
MAP-21	Moving Ahead for Progress in the 21st Century Act (2012)
NASA	National Aeronautics and Space Administration
NASAO	National Association of State Aviation Officials
NCFRP	National Cooperative Freight Research Program
NCHRP	National Cooperative Highway Research Program
NHTSA	National Highway Traffic Safety Administration
NTSB	National Transportation Safety Board
PHMSA	Pipeline and Hazardous Materials Safety Administration
RITA	Research and Innovative Technology Administration
SAE	Society of Automotive Engineers
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (2005)
TCRP	Transit Cooperative Research Program
TEA-21	Transportation Equity Act for the 21st Century (1998)
TRB	Transportation Research Board
TSA	Transportation Security Administration
U.S.DOT	United States Department of Transportation