



APTA STANDARDS DEVELOPMENT PROGRAM
RECOMMENDED PRACTICE

American Public Transportation Association
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Participating in Mutual Aid

Abstract: This document establishes a *Recommended Practice* for transit participation in mutual aid agreements.

Keywords: emergency assistance, mutual aid, restoring service

Summary: Mutual aid assistance may be provided in the form of personnel, equipment or management expertise. Such mutual aid may be required in response to all manner of hazards, including restoring or maintaining transportation service when such service has been disrupted by human or natural acts, equipment malfunctions, accidents, sabotage, acts of terrorism or any other occurrence for which emergency assistance is deemed to be necessary or advisable.

Scope and purpose: This *Recommended Practice* serves as a tool to aid transit providers in the establishment and implementation of an effective mutual aid system between transit providers, municipalities or regions where resources may be required in response to emergency situations.

Summary of Recommendations:

- Develop process for indentifying common transit agency assets
- Ensure adequate communication plans are in place for emergency situations
- Explore creating MOU's to expedite the exchange of equipment and personnel

This Recommended Practice represents a common viewpoint of those parties concerned with its provisions, namely, transit operating/planning agencies, manufacturers, consultants, engineers and general interest groups. The application of any standards, practices or guidelines contained herein is voluntary. In some cases, federal and/or state regulations govern portions of a rail transit system's operations. In those cases, the government regulations take precedence over this standard. APTA recognizes that for certain applications, the standards or practices, as implemented by individual transit agencies, may be either more or less restrictive than those given in this document.

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Contents

1. Mutual aid assets.....	1
1.1 Vehicles and equipment.....	1
1.2 Personnel.....	1
2. Communications/coordination	1
3. Memorandum of understanding.....	2
Appendix A: Sample public transit mutual aid assistance agreement.....	3
Appendix B: Suggested governing principles covering emergency assistance arrangements between emergency response program participants.....	4
References.....	7
Definitions	7
Abbreviations and acronyms.....	8

1. Mutual aid assets

This section identifies the process for the identification of common transit agency assets, including vehicles, equipment and personnel that may be loaned or borrowed among agencies.

1.1 Vehicles and equipment

- Develop and maintain a transportation resource list by type, capacity and availability, including mobility device accessible vehicles (i.e., paratransit, taxi, shuttle).
- Determine whether equipment is compatible with the environment in which it is going to be used. For example, determine vehicle movement limitations (clearances, width, height, turning radius, ramp or lift requirements, track, signal systems, roads, fuel type and operating range) to ensure that pickup and drop-off locations work with the equipment used. Be sure to consider lift and ramp deployments.
- Arrange for alternate sources of fuel and other vehicle maintenance supplies (first in line for supplies).
- Review evacuation route information, including how the transit system fits into the big picture. Follow existing transit service routes if possible.
- Make arrangements with mutual aid partners to arrange for an alternate site to park and store vehicles if the primary site is damaged.
- Determine how resources will be managed and deployed.
- Identify the extent and limitations of liability coverage available.
- Ensure the availability of an alternate communication system in the event that normal dispatching networks and telephones are not functional.

1.2 Personnel

- Consider staff requirements and assignments for emergencies, and ensure that employees know where the plan is located.
- Provide staff training regarding the emergency plan.
- Staffing plans should include contact and call lists for operators and maintenance personnel and other essential personnel. Review labor contract agreements. Perform a realistic assessment of how many employees will be available and how many employees the transit agency can spare to assist neighboring agencies, municipalities, regions and community-based organizations.
- Pre-identify personnel (management, administrative or support staff), including disability transportation providers, who are qualified to operate each type of vehicle. Consider level of training and equipment qualifications. Consider developing an emergency deployment plan, with a contact list and personnel assigned to pre-arranged locations and tasks.
- Develop a staffing and mobilization plan for moving vehicles and equipment.
- Encourage staff members to develop a family emergency plan to provide for the safety and security of their loved ones and personal property (personal planning, food and water, accommodations, arrangements, etc.).
- Consider time and personnel limitations (geographic proximity, hours of service rules).
- Develop a plan for food, shelter and supplies for employees at the agency (emergency packets, MREs, bottled water, blankets and cots, etc.)

2. Communications/coordination

Communications capability is vital during emergencies. Communications capabilities between providers and receivers of support may not be compatible. Means should be taken to ensure adequate communications and plans during an emergency. For more information, see *Recommended Practice* APTA SS-SEM-RP-009-09, “Emergency Communications Strategies for Transit Agencies.”

3. Memorandum of understanding

A memorandum of understanding (MOU), put into place prior to an emergency, can expedite the exchange of equipment and personnel.

A memorandum of understanding should do the following:

- Establish and maintain working relationships with partner organizations (regionally coordinated services). Ensure that agreements with special needs transportation providers are established.
- Identify personnel authorized to release transit agency assets to or request materials, supplies, or services from partner organizations.

Appendix A: Sample public transit mutual aid assistance agreement

Public transit systems support processes whereby public transit systems and their geographic operating regions may receive and provide assistance in the form of personnel and equipment, to aid in restoring and/or maintaining public transit or evacuation service when such service may be required due to acts of the elements, equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable (“Emergency Assistance”). This Mutual Aid Assistance Agreement sets forth the terms and conditions to which the undersigned transit agency (“Participating Agency”) agrees to provide assistance, based on the governing principles, on all occasions that it requests and receives (“Requesting Entity”) or provides (“Responding Entity”) Emergency Assistance from or to another Participating Agency who has also signed the Mutual Aid Assistance Agreement provided; however, that if a Requesting Entity and one or more Responding Entities are parties to another mutual aid assistance agreement at the time of the Emergency Assistance is requested, such other mutual assistance agreement shall govern the Emergency Assistance among those Participating Entities.

In consideration of the foregoing, the Participating Agency hereby agrees as follows:

- (1) When providing Emergency Assistance to or receiving Emergency Assistance from another Participating Agency, the Participating Agency will adhere to the written principles accompanying this Agreement to govern Emergency Assistance arrangements.
- (2) With respect to each Emergency Assistance event, Requesting Entities agree that they will provide appropriate reimbursement for Responding Entities regarding all costs and expenses incurred by Responding Entities in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each Participating Entity provided, however, that Responding Entities must maintain auditable records in a manner consistent with the Principles.
- (3) During each Emergency Assistance event, the conduct of the Requesting Entities and the Responding Entities shall be subject to the liability and indemnification provisions set forth in the Principles.
- (4) A Participating Agency may request a copy of the signed Mutual Aid Assistance Agreement of another Participating Entity prior to providing or receiving Emergency Assistance.

[Name of Organization]

Signature

Name: _____

Title: _____

Date: _____

Appendix B: Suggested governing principles covering emergency assistance arrangements between emergency response program participants

Transit agencies or other entities may have occasion to call upon other transit agencies or entities for emergency assistance in the form of personnel or equipment to aid in evacuation or maintaining continuity of service, when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage, or any other occurrences where the parties deem emergency assistance to be necessary or advisable. While it is acknowledged that a transit entity is not under any obligation to furnish such emergency assistance, experience indicates that companies are willing to furnish such assistance when personnel or equipment is available.

In the absence of a continuing formal contract between a transit agency or other entity requesting emergency assistance (“Requesting Entity”) and a transit agency willing to furnish such assistance (“Responding Entity”), the following principles are suggested as the basis for a contract governing emergency assistance to be established at the time such assistance is requested:

- (1) The emergency assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Entity in response to the official request of the Requesting Entity. (This would include any request for the Responding Entity to prepare its employees and/or equipment for transport to the Requesting Entity’s location but to await further instructions before departing.) The emergency assistance period shall terminate when such employees and/or equipment have returned to the Responding Entity, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off/repair of vehicles, restocking parts, etc.).
- (2) To the extent possible, the Requesting Entities and Responding Entities should reach a mutual understanding and agreement in advance on the anticipated length, in general, of the emergency assistance period. For extended assistance periods, there should be agreement on the process for replacing or providing extra rest for the Responding Entity’s employees. It is understood and agreed that if in the Responding Entity’s judgment such action becomes necessary, the decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Responding Entity. The Requesting Entity will take the necessary action to return such employees, contractors, and equipment promptly.
- (3) Employees of the Responding Entity shall at all times during the emergency assistance period continue to be employees of the Responding Entity and shall not be deemed employees of the Requesting Entity for any purpose. The Responding Entity shall be an independent contractor of the Requesting Entity; and wages, hours, and other terms and conditions of employment of the Responding Entity shall remain applicable to its employees during the emergency assistance period.
- (4) The Responding Entity shall make available at least (___) supervisor(s) in addition to operators and maintenance personnel. All instructions for work to be done by Responding Entity’s personnel shall be given by Requesting Entity to Responding Entity supervisor(s); or when Responding Entity personnel are to work in widely separate areas, to such of Responding Entity’s supervisors as may be designated for the purpose by Responding Entity’s management.
- (5) Unless otherwise agreed, the Requesting Entity shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. when it is reasonably able to do so. As an exception to this, the Responding Entity shall normally be responsible for arranging lodging and meals en route to the Requesting Entity and for the return trip home. The Requesting Entity agrees to seek appropriate reimbursement for expenses incurred by the Requesting Entity.

- (6) The Responding Entity's safety rules shall apply to all work done by their employees, unless as mutually agreed otherwise. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Entities and Responding Entities.
- (7) All time sheets and work records pertaining to the Responding Entity's employees furnishing emergency assistance shall be kept by the Responding Entity.
- (8) The Requesting Entity shall indicate to the Responding Entity the types of vehicles and other equipment desired as well as the number of job function employees requested, but the extent to which the Responding Entity makes available such equipment and employees shall be a the Responding Entity's sole discretion.
- (9) The Requesting Entity shall reimburse the Responding Entity for all costs and expenses incurred by the Responding Entity as a result of furnishing emergency assistance. The Responding Entity shall furnish documentation of expenses to the Requesting Entity. Such costs and expenses shall include, but not be limited to the following:
 - Employees' wages and salaries for paid time spent in Requesting Entity's service area and paid time during travel to and from such service area, plus the Responding Entity's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday, pay, social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation.
 - Employee travel and living expenses (meals, lodging and reasonable incidentals).
 - Replacement cost of materials and supplies expended or furnished.
 - Repair or replacement cost of equipment damaged or lost.
 - Charges, at rates internally used by the Responding Entity, for the use of vehicles and other equipment requested.
 - Administrative and general costs which are properly allocated to emergency assistance, to the extent such costs are not chargeable pursuant to the foregoing subsections.
- (10) The Requesting Entity shall pay all costs and expenses of the Responding Entity within 60 days after receiving an invoice.
- (11) The Requesting Entity shall indemnify, hold harmless, and defend the Responding Entity from and against any and all liability for loss, damage, cost, or expense which the Responding Entity may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of the Responding Entity, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Entity, its employees, officers, contractors, or agents. Where payments are made by the Responding Entity under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, the Requesting Entity shall reimburse the Responding Entity for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Entity, its employees, officers, contractors, or agents.
- (12) In the event any claim or demand is made, or suit or action is filed against the Responding Entity alleging liability for which the Requesting Entity shall indemnify and hold harmless the Responding

Entity under paragraph (11) above, the Responding Entity shall promptly notify the Requesting Entity thereof; and the Requesting Entity, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it deems necessary or prudent. The Requesting Entity shall consult the Responding Entity on all such litigation and will not compromise any issue or claim without the concurrence of the Responding Entity, which will not be unreasonably withheld. The Responding Entity shall cooperate with the Requesting Entity's reasonable efforts to investigate, defend, and settle the claim or lawsuit.

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Definitions

communication system: A system used to communicate with the various parts of a transit system. The communication system may consist of a number of different communication devices, as well as their interconnection that permits voice, data or video interchange among system functions separated by distance.

mutual aid: An agreement that establishes procedures and protocols for providing materials, supplies and services to or from neighboring transit agencies or other organizations in the event of a community or regional emergency or other large-scale event that can overwhelm the ability of a single agency to respond effectively.

operations facilities: Buildings and property used by the operations staff in the course of their duties in maintaining and running passenger services. These facilities are not generally open to the public, although enforcement of security in these areas is likely to be low (with the exception of airports).

passenger facilities: Fixed locations used by the public to join, finish or continue their journeys. They may have a wide number of supporting amenities and services to cater to passenger needs, including ticket kiosks and machines, rest rooms, waiting areas, etc. Some passenger facilities, such as airports, have security controlled areas; some, such as train stations, have partially security controlled areas; and some, such as bus stations, have no security control.

special event: An anticipated gathering of a large number of people in a specified location, such as sporting event, a political event, a protest, a holiday celebration, etc.

station: A type of public transportation passenger facility designated for the purpose of loading and unloading passengers. Also, an off-street facility where passengers wait for, board, alight or transfer between transit units (vehicles or trains). A station usually provides information and a waiting area and may have

boarding and alighting platforms, ticket or fare card sales, fare collection and other related facilities. Also known as a passenger station.

transit agency: The organization that operates transit service and related activities. Also known as the transit system, transit agency, operating agency, operating authority, transit authority and other similar terms.

Abbreviations and acronyms

ERPP Emergency Response Preparedness Plan

OEM original equipment manufacturer

MOU memorandum of understanding

MRE meal ready to eat