



APTA SS-SEM-RP-011-09, Rev. 1

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APTA Security Emergency Management
Working Group

Regional Emergency Planning and Participation in Mutual Aid

Abstract: This document establishes a recommended practice for a transportation agency's participation in regional emergency planning and entering into mutual aid agreements to provide assistance in the event of an emergency with a transit agency's resources.

Keywords: emergency assistance, mutual aid, regional emergency planning, restoring service

Summary: Mutual aid assistance should be a component of regional planning and may be provided in the form of additional services or replacement of disrupted services. This framework will help ensure that critical public transportation services can continue in the event that 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 framework to aid transportation agencies in the establishment and implementation of an effective mutual aid system among transit providers, municipalities or regions where resources may be required in response to emergency situations.

This security recommend 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 recommended practices or guidelines contained herein is voluntary. In some cases, federal and/or state regulations govern portions of a 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, unless referenced in federal regulations.

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Participants

The American Public Transportation Association greatly appreciates the contributions of the **APTA Security Emergency Management Working Group**, which provided the primary effort in the drafting of this document.

At the time this standard was completed, the working group included the following members:

Thomas Eng, *LACMTA, Chair*

Sam Caron, *Minneapolis Metro Transit, Co-Chair*

Christy Bailly, *Minneapolis Metro Transit*

Neil Crosier, *Kansas City Metro Transit*

Rufus Francis, *Sacramento Regional Transit*

Devan Gourdine, *Chicago Transit Authority*

Paul Harvey, *VIA Metropolitan Transit*

Ann Hutcheson, *ECCTA*

Mark Johnson, *Lane Transit District*

Robert Melan, *TSA*

John Plante, *Metra*

Alexa Dupigny-Samuels, *WMATA*

Jill Shaw, *Dallas Area Rapid Transit*

Tony Tisdale, *Federal Transit Administration*

Alexander Ubiadas, *TriMet*

Introduction

This introduction is not part of APTA SS-SEM-RP-011-09, “Regional Emergency Planning and Participation in Mutual Aid.”

APTA recommends the use of this document by:

- individuals or organizations that operate rail transit systems;
- individuals or organizations that contract with others for the operation of rail transit systems; and
- individuals or organizations that influence how rail transit systems are operated (including but not limited to consultants, designers and contractors).

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2. What is the role of a transit agency in regional emergency planning?

Traditionally, transit agencies have been called on to assist in regional emergencies. As such, transit agencies have been included in many regional emergency plans without their direct input in the planning process. This has created unreasonable expectations on the part of the regional agencies. In order to manage these expectations and provide assistance, transit agencies need to become an active partner in the planning process.

3. What is mutual aid?

For the purpose of this document, mutual aid is an agreement to lend assistance across jurisdictional boundaries, including between states. Mutual aid may be ad hoc, requested only when an emergency occurs, and it may also be a formal standing agreement between the jurisdictions. Assistance will generally be in the form of equipment, supplies and personnel. Assistance will be given only when the transit agency determines that its own needs can be met before releasing resources to support mutual aid.

Examples of mutual aid:

- Assisting emergency responders with evacuations
- Providing bus bridge support to other transportation agencies
- Furnishing vehicle maintenance support service

Resources for mutual aid:

- APTA's Emergency Response Preparedness Program (ERPP): <http://www.aptaerpp.com/>
- Emergency Management Assistance Compact (EMAC) to request inter-state assistance

Transit agencies are well known for having a “help out when we can” approach during an emergency situation. However, agencies using Federal Transit Administration (FTA) funds should check with their legal department to ensure they are not violating any FTA Charter Service Regulations, 49 CFR Part 604, before signing any agreement.

4. Agency considerations

Whether the transit agency decides to respond to a request for assistance ad hoc or with a written agreement, establishing and maintaining working relationships with regional partners is essential. Each agency should determine what level of emergency support can be provided without additional managerial approval. This section details steps an agency should take prior to providing mutual aid resources.

4.1 Develop a resource list

Vehicles and equipment

- Develop and maintain a resource list by vehicle type and availability, including vehicle accessibility and capacity.
- Determine vehicle movement limitations (clearances for vehicles, width, height, turning radius, ramp/lift requirements, track, signal systems, roads, fuel type, etc.).
- Develop and maintain a resource list by equipment type and availability (tools, aboveground lifts, forklift, scissors lift, portable lifts, etc.).
- Develop and maintain a resource list of all communication equipment.
- Develop and maintain a resource list of food and/or sheltering supplies available.
- Develop and maintain a resource list of emergency first aid supplies available.

Personnel

- Consider staff requirements and assignments to ensure that employees know where the resource list is located and what their roles and responsibilities are for deployment of resources.
- Provide staff training where needed, such as on the National Incident Management System (NIMS).
- Staffing plans should include contact and call lists for operators and maintenance personnel and other essential personnel. Review labor contract agreements.
- 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 prearranged locations and tasks.
- Consider time and personnel limitations (geographic proximity, hours of service rules, etc.).

5. Communications/coordination

Communications capability is vital when providing mutual aid. Communications capabilities between providers and receivers of support may not be compatible. Therefore an agency representative should be in direct contact with the requestor. Means should be taken to ensure adequate communications and plans during an emergency. For more information, see *APTA Recommended Practice SS-SEM-RP-009-09*, “Emergency Communications Strategies for Transit Agencies.”

6. Written agreements

Agencies are encouraged by our federal partners to have written agreements in place prior to providing mutual aid. This can expedite the exchange of equipment and personnel.

A written agreement may include the following:

- Establishing and maintaining working relationships with partner organizations.
- Providing services for passengers with special needs.
- Identifying personnel authorized to release transit agency assets or to request materials, supplies or services from partner organizations.
- Identifying the extent and limitations of liability.
- Determining what conditions under which the agreement applies.
- Activation and deactivation timeframe. Establish supervisory responsibilities for agency staff resource requests.
- Responsibilities of each agency for all resources requested (vehicles, staff, etc.).
- Reimbursement rates and required documentation.
- Reporting requirements.

Related APTA standards

APTA SS-SEM-RP-009-09, “Emergency Communications Strategies for Transit Agencies”

References

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U.S. Department of Transportation website, www.disabilityinfo.gov

Abbreviations and acronyms

- CFR** Code of Federal Regulations
- EMAC** Emergency Management Assistance Compact
- EOC** emergency operations center
- ERPP** Emergency Response Preparedness Program
- FTA** Federal Transit Administration
- NATSA** North American Transportation Services Association
- NIMS** National Incident Management System

Summary of document changes

- N/A

Document history

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Appendix A: Sample public transit written agreement

This Mutual Aid Agreement [“Agreement”] is made and entered into as of [date] by those parties who have adopted and signed this Agreement, which include the following organizations:

[list agencies]

WHEREAS this area is susceptible to serious local and major regional emergencies, including [fill in particular needs] that could interrupt normal public transit services; and

WHEREAS the parties to the Agreement have determined that it would be in their best interests to enter into an Agreement that provides equipment, personnel, supplies and other goods and services to one another under emergency conditions so that transit services experience minimal interruption and recover rapidly; and

WHEREAS the parties to this Agreement understand that reimbursement will be made to the lending organizations for equipment, personnel, supplies and other resources made available under this Agreement; and

WHEREAS the parties to this Agreement understand that each must give priority attention to emergencies affecting its own operations, and that no party should unreasonably deplete its own resources, facilities or services to provide such mutual aid; and

WHEREAS, such an Agreement is in accord with the Emergency Services Act as set forth in Title 2, (Section ---) of the Government Code, and [add any other local and/or government regulations for emergency services];

NOW THEREFORE, in consideration of the conditions and covenants contained herein, the parties to this Agreement agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide an organized framework within which the signatory parties can provide voluntary mutual assistance so as to help ensure that public transportation services continue to the maximum practical extent in the event of emergencies. It is understood that there may be special conditions that apply to the providing of mutual aid under this Agreement. Examples include the providing of vehicles equipped with wheelchair lift devices.
2. **Definition of Emergency.** For purposes of this Agreement “emergency” means a condition of disaster, calamity or catastrophe arising in a portion or entire area of operations of the parties to this Agreement, which is, or is likely, to be beyond the control of the services, personnel, equipment and facilities of the affected operators. Examples include floods, fires or other such conditions.
3. **Guiding Policies.** The parties acknowledge the following principles in order to effectively implement this Agreement:
 - a. The basic tenets of emergency planning are self-help and mutual aid.
 - b. No single transit agency has sufficient resources to cope with any and all emergencies.
 - c. Transit agencies should plan for their emergency operations to ensure a rapid and efficient use of their available resources.
 - d. [State] system of emergency planning provides a system of mutual aid in which each jurisdiction relies first upon its own resources.
 - e. Each county in [state] coordinates the responses of jurisdictions within its borders with the state’s Office of Emergency Services.

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- f. Each local jurisdiction has the authority to prepare a local emergency plan. Such plans should include a transportation element that contains methods for coordinating emergency transportation services.
 - g. Each transit agency should prepare its own emergency operations plan that provides appropriate procedures for responding to and recovering from emergencies affecting its operating area.
- 4. Mutual Aid Coordinators.** Each party to this Agreement shall designate a point of contact, which shall be responsible for performing all emergency actions associated with this Agreement.
- 5. Nature of Assistance.** The parties providing assistance under this Agreement are referred to as “lenders,” and the parties receiving mutual aid assistance are referred to as “borrowers.”
- a. General. Assistance will generally be in the form of resources, such as equipment, supplies and personnel. Assistance will be given only when the lender determines that its own needs can be met before releasing its resources to support this Agreement. It is intended that this Agreement cover resources needed to provide public transportation, such as transit vehicles, vehicle operators, and the services and supplies required to operate and maintain such vehicles.
 - b. Equipment. Use of equipment, such as transit and maintenance vehicles, portable generators and tools, shall be at the lenders’ current equipment rates and be subject to the following conditions:
 - 1. At the option of the lender, loaned equipment shall be provided with an operator.
 - 2. Loaned equipment shall be returned to the lenders within 24 hours after oral or written requests are received by the borrowers.
 - 3. Borrowers shall, at their own expense, supply all fuel, lubrication and routine maintenance for equipment received from lenders.
 - 4. Lenders’ costs related to the movement, handling, and unloading or loading of borrowed equipment shall be reimbursed by the borrower.
 - 5. In the event that lenders’ equipment is damaged while being delivered to the borrower, or while in the custody and use of the borrower, borrowers shall reimburse lenders for the reasonable cost of repairing the damaged equipment.
 - 6. If the equipment cannot be repaired, then borrowers shall reimburse lenders for the cost of replacing such equipment which the parties mutually agree is of at least equal capability.
 - 7. If the lenders must lease equipment while equipment returned from borrowers is being repaired or replaced, then borrowers shall reimburse lenders for these lease costs, provided that the duration and cost of such lease is mutually agreed on by the parties in advance of the lease becoming effective.
 - c. Supplies. Borrowers shall reimburse lenders with in-kind items or at actual replacement cost, plus any applicable handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to lenders in a clean, damage-free condition shall not be charged to the borrowers, and no rental fee will be charged. Otherwise such supplies will be treated as expendable.
 - d. Personnel. Lenders will make available to borrowers such employees as are willing to participate in providing mutual aid under the provisions of this Agreement. Borrowers shall reimburse lenders for the full costs of the employees’ services; that is, equal to the employees’ current salary or hourly rate plus fringe benefits and overhead charges, including costs arising from workers’ compensation claims. They shall be consistent with existing personnel policies, union contracts and other applicable conditions of employment. Costs to feed, shelter and otherwise care for lenders’ employees shall be paid by borrowers. Lenders shall not be liable for cessation or slowdown of work if lenders’ employees decline or are reluctant to perform any assigned tasks if said employees judge such tasks to be unsafe.

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- 6. Financial Records.** Both lenders and borrowers will keep accurate financial records of the equipment, personnel, supplies and other resources provided or received. Such records will be used to settle accounts among the parties and to support claims for reimbursement from insurance carriers or the state and federal governments, should such aid be made available. All financial records shall be maintained for a minimum of three years or any other period of time required by applicable federal or state law as a condition of receiving financial assistance. All parties shall have full access to such records for this purpose.
- 7. Emergency Routing.** Inasmuch as the parties recognize that mutual aid provided under this Agreement depends on the lenders' abilities to move their resources to places designated by the borrowers, lenders and borrowers shall cooperate in determining which routes shall be used to reach the borrowers' operating areas and in arranging for any necessary escorts to ensure the timely and safe arrival of the lenders' resources.
- 8. Liability and Hold Harmless.** Pursuant to Government Code Section [REDACTED], whenever mutual aid assistance is provided, borrowers shall assume the defense of, fully indemnify and hold harmless lender, lenders' directors, supervisors, officers and employees from all claims, losses, damages, injuries and liabilities of every kind, nature and description directly or indirectly arising from the negligent or wrongful acts of borrowers in connection with work rendered hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to borrowers, or faulty workmanship or other negligent acts, errors or omissions, by borrowers, or by personnel on loan to borrowers.

Each party to this Agreement shall give to the others prompt and timely written notice of any claim made, or any suit instituted, coming to its knowledge which in any way, directly, indirectly, contingently or otherwise, affects or might affect them. Each shall have the right to participate in the defense of the same to the extent of its own interest.

9. Modifications and Other Provisions.

- a. Amendments. Any provision of this Agreement may be modified, altered or rescinded by written Agreement of all the parties.
- b. Annual Review. This Agreement shall be reviewed annually, and necessary changes shall be made.
- c. Reporting. The lenders shall provide to the borrowers a verbal estimate of the costs of the equipment and services provided under this Agreement within three (3) days of the start of such assistance. This report shall be revised weekly thereafter until mutual aid is terminated at the borrower's request. A final report will be provided by the lenders to the borrowers no later than ninety (90) days following cessation of all assistance.
- d. Non-Exclusivity. This Agreement is not an exclusive Agreement for the provision of emergency resources. Any party may provide such resources to entities not party to this Agreement, and any party may enter into Agreements similar to this with other organizations.
- e. Third Parties. Nothing herein shall be construed to create any right of action by third parties for any cause whatsoever.
- f. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other Agreement, except as included here and except as may be amended by an Agreement in writing signed by each of the parties to this Agreement.

10. Notices.

- a. All communications relating to the day-to-day activities associated with this Agreement shall be exchanged between the Mutual Aid Coordinators designated in the Appendix to this Agreement. All other notices and communications deemed by the parties to be necessary or desirable to be given to

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the other parties shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, addressed as follows:

[Add the list of agencies' contact people and addresses]

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States mail as provided above.

11. Termination. This Agreement is not transferable or assignable, in whole or in part. Any party may terminate its participation in this Agreement by providing thirty (30) days' written notice delivered or mailed to the other parties to the Agreement. Prior to the effective date of termination, with respect to the terminating party, all sums due for borrowed equipment, personnel, supplies or other resources shall be paid, and all borrowed equipment or other resources shall be returned. The provisions under Section 8 shall survive termination of this Agreement with respect to claims, losses, damages, injuries and liabilities arising out of acts or omissions occurring prior to the effective date of termination. The Agreement shall continue in full force and effect as to the remaining parties to the Agreement.

12. Additional Provisions. [Add as necessary]

IN WITNESS WHEREOF, the parties to the Agreement have executed this Agreement on the day and year set forth above.

Date

Name

Title

Agency

Appendix B: Sample response procedure

Purpose of procedure

Provide emergency bus support to police, fire and emergency agencies/departments upon request due to incident situation, and/or public safety and security concerns.

Procedure

1. First responders or local emergency management personnel make request for emergency support by calling the control center.

NOTE: Requests by private companies or local area hospitals will not be accepted. If this type of request is received, the requester will be instructed to contact local authorities.

- The requester's name and call-back number, along with a contact name and number, must be provided to the control.
- Requester needs to state the following:
 - reason for the request
 - number of people needing service
 - location where buses are to report to (specific on/at street)
 - who to report to at scene
 - urgency of need and expected report time
 - destination of any transportation needed

NOTE: If the request is in conjunction with a large-scale emergency event in which a local emergency operations center (EOC) has been activated, transit may send a representative to the EOC.

2. In determining compliance with the request, control center supervisor will follow agency policies and protocols for the safety and security of the involved employee(s), passenger(s) and/or public at large.
3. The control center will make every effort to use available resources to respond to the need. Use these guidelines to prioritize the available resources:
 - extra board operators
 - training bus
 - operators and buses coming off shift
 - operator called in from home
 - in-service bus
 - mechanic, or other available maintenance personnel, as approved by the appropriate level of management
4. Control center will notify the requester of the estimated time of arrival of the requested resources
5. Control center will notify a transit supervisor and dispatch him/her to the scene to the specified location in order to direct the resources. Provide field supervisor with a contact name and phone number.
6. If applicable, notify transit police/security to provide assistance
7. Control center will follow notification procedures.
8. Document request and response in daily activity log.