

Attachment A: Sample IACLEA Model Mutual Aid Agreements

MUTUAL AID AGREEMENT

**COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
AGREEMENT**

**BETWEEN THE CITY POLICE DEPARTMENT AND THE
ABC COLLEGE POLICE DEPARTMENT OF THE STATE OF FLORIDA**

WITNESSETH

WHEREAS, the jurisdictions of the City Police Department and the ABC College Police Department are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the City Police Department and the ABC College Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation agreement of a routine law enforcement nature that crosses jurisdictional lines;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

II. PROVISIONS FOR VOLUNTARY COOPERATION

- A. In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each may: request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.
- B. Additionally, the City Police Department will assist ABC College Police Department with access to the FCIC/NCIC system. If any hardware or software purchases for the benefit of ABC College Police Department are necessary, it will be at the expense of the ABC College Police Department.
- C. The City Police Department will assist the ABC College Police Department in the acquisition of the City's surplus vehicles and equipment.

III. POLICY AND PROCEDURE

- A. If a party to this agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.
- B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.

IV. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

- A. Authority of law enforcement officers operating pursuant to this agreement:
 - 1. Members of the City Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
 - 2. Members of the ABC College Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
 - 3. If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
 - 4. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the City Police Department, and within the concurrent jurisdiction of the ABC College Police Department, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
 - 5. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the ABC College Police Department, while outside his or her jurisdiction but within the City, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by an officer of the City Police Department.
 - 6. If an officer of the ABC College Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the City, the officer shall request a City Police Department officer for assistance.

7. Nothing shall prevent an officer of the College Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on college property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required, the City Police Department shall be contacted as soon as possible for assistance.
- B. Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
 - C. The agency furnishing any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
 - D. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may compensate the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this agreement.
 - E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
 - F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this agreement.

V. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to the provisions of Section 768.28, F.S., where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

VI. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15)(a), F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed; provided however, should the insurance coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

VII. EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until (enter date) unless terminated prior thereto by any or all of the parties herein.

VIII. CANCELLATION

This agreement may be canceled by either party upon delivery of written notice to the other party and such agreement shall be terminated 60 days after receipt of this notice.

WHEREFORE, the parties hereto cause these presents to be signed in the ___ day of _____, 2004.

City of

Recommended

City Manager/Mayor

Signature of City Chief of Police

The District Board of Trustees of ABC College, Florida

Signature of Chair person

Signature of President

Signature of ABC College Chief of Police

ABC College

Approved by Vice President

Approved as to Funds

Approved as to Form

Insurance/Certificate Required

MUTUAL AID AGREEMENT

**COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
AGREEMENT BETWEEN**

THE STATE UNIVERSITY POLICE DEPARTMENT

AND THE

ABC COLLEGE DEPARTMENT OF PUBLIC SAFETY

WITNESSETH

WHEREAS, the jurisdictions of the State University Police Department and the ABC College Department of Public Safety are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the State University Police Department and the ABC College Department of Public Safety have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation agreement of a routine law enforcement nature that crosses jurisdictional lines;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each may: request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

III. POLICY AND PROCEDURE

If a party to this agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisor if necessary and shall respond in an appropriate manner . The agency head's or designee's decision in this regard shall be final.

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.

IV. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

- A. Authority of law enforcement officers operating pursuant to this agreement:
1. Members of the State University Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S., have the same powers, duties, rights, responsibilities, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
 2. Members of the ABC College Department of Public Safety actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S., have the same powers, duties, rights, responsibilities, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
 3. If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
 4. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the State University Police Department while outside his or her jurisdiction but within the jurisdiction of the ABC College Department of Public Safety, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
 5. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the ABC College Department of Public Safety while outside his or her jurisdiction but within the jurisdiction of the State University Police Department, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of the suspect(s).
 6. If an officer of the ABC College Department of Public Safety is investigating a felony which occurred within his or her jurisdiction and develops probable cause to arrest a suspect for that felony and the suspect is located outside the officer's jurisdiction, but within the jurisdiction of the State University Police Department, the officer shall be empowered with the same authority to arrest said suspect as the officer would have within the political subdivision in which he or she is employed.
- B. Each party agrees to furnish necessary equipment, resources, and facilities and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
- C. The agency furnishing any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.

- D. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may compensate the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this agreement.
- E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this agreement.

V. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend, and indemnify the other participating party and its appointees or employees, subject to the provisions of Section 768.28, F.S., where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

VI. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15)(a), F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

VII. EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until June 30, 2008, unless terminated prior thereto by any or all of the parties herein.

VIII. CANCELLATION

This agreement may be canceled by either party upon delivery of written notice to the other party. Upon receipt of such notice, this agreement shall be terminated.

WHEREFORE, the parties hereto cause these presents to be signed in this ____ day of _____, 2005.

Recommended

State University Police Department

State University Chief of Police

The District Board of Trustees of ABC College, Florida

Chairperson Signature
Chair

State University Official Signature
State University President

Signature, Chief of Police
ABC College Department of Public Safety

Signature, Chief of Police
State University Police Department

ABC College Department of Public Safety

Approved by Vice President

Approved as to Funds

Approved as to Form

Insurance/Certificate Required

MEMORANDUM OF UNDERSTANDING

ABC College Public Safety Department

and the

City Police Department

Purpose

This Memorandum of Understanding, which commences upon execution for a period of one year, is entered into between the City Police Department and ABC College for the purpose of coordinating law enforcement efforts between personnel of the City Police Department and personnel of the ABC College Public Safety Department when the demand for law enforcement services may exceed that department's ability to respond in a timely manner to protect the health and safety of all citizens.

WHEREAS, the jurisdictions of the City Police Department and the ABC College Public Safety Department are so located in relation to each other that it is to the advantage of each to receive and to extend to the other mutual aid in the form of law enforcement services and resources to adequately respond to: (1) including but not limited to emergencies as defined under Section _____, of the Statutes of the State of _____, and (2) continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of all persons; and

WHEREAS, the City Police Department and the ABC College Public Safety Department (1) enter into a requested operational assistance agreement for the purpose of requesting and rendering assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation agreement concerning any law enforcement matter that crosses jurisdictional lines;

NOW, THEREFORE, the parties agree as follows:

Definitions

For the purposes of this agreement, the following definitions shall apply:

"City Police Department" means that agency of the City of _____ that employs police officers for the enforcement of violations of the laws of the State of _____,

"Missing student" means any student of an institution subject to the provisions of this subdivision, who resides in a facility owned or operated by such institution and who is reported to such institution as missing from his or her residence.

"Violent felony offense" means a violent felony offense as defined in subdivision one of section 70.02 of the penal law.

"Public Safety Department" means the public safety component of ABC College, whose members are charged to provide for the safety of all persons and property on campus or on the any property owned by, or operated under the authority of, ABC College.

I. PROVISION FOR OPERATIONAL ASSISTANCE

The aforesaid agencies hereby approve and enter into this agreement whereby each agency may request and render suitable law enforcement assistance to the other to include but not be limited to dealing with civil disturbances, large-scale protest demonstrations, aircraft disasters, fire, man-made or natural disasters, sporting events, concerts, parades, escapes from custody or detention, and incidents requiring the use of specialized units, as is permitted by law.

II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, the aforesaid agencies hereby approve and enter into this agreement where each may request and render assistance to the other in dealing with any violation of state statutes to include but not be limited to: investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, accidents involving motor vehicles, and violation of traffic laws, providing backup services during patrol activities, and participating in inter-agency task forces and joint investigations, as is permitted by law.

III. POLICY AND PROCEDURE

Notifications

The Director of Security of ABC College shall notify the City Police Department Chief of Police or his/her designee, immediately, of any incident or situation on Campus that requires a police response, including the commission of a violent felony or the reporting of a missing student, as defined above. The agency head's or designee's decision in this regard shall be final.

Upon receipt of such notification, a City Police Department officer or officers shall respond and commence an appropriate investigation and shall coordinate with the Public Safety Department in the conduct of such investigation. In addition, the City Police Department will notify the Public Safety Department Supervisor immediately of any incident or situation that may affect the safety of any and all persons located on campus property.

Authority, Privileges, Immunities, and Costs

Authority of law enforcement officers operating pursuant to this agreement:

Members of the City Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section _____, of the Statutes of the State of _____ have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

Members of the ABC College Public Safety Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall have the same duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed, except that such duties do not normally include the exercise of police powers, unless otherwise permitted pursuant to state statutes.

Searches and Arrests

Prior to the execution of any arrest or search warrant or prior to performing a criminal arrest on Campus, where City Police Department has prior knowledge they will be execute a warrant or perform an arrest, the City Police Department shall contact the Public Safety Department and shall request that a representative of the Public Safety Department accompany the City Police Department officer while on-campus. If the City Police Department officer has reason to believe that such notification would compromise the integrity of the anticipated action, or may result in the representative of the Campus Public Safety Department becoming unduly exposed to potential harm or otherwise be endangered, no such prior notification is required.

Whenever a City Police Department officer executes a search warrant or conducts an arrest without giving prior notice, the City Police Department duty supervisor shall so notify the Public Safety Department Supervisor of the event as soon as possible. City Police Department officers shall make every effort to avoid interrupting a class that is in session to conduct an arrest or execute a search warrant.

Pursuits on Campus

Whenever a continuous and close pursuit begins outside of the Campus and continues onto Campus property, the City Police Department dispatcher will notify the on-duty Public Safety Department Supervisor of such pursuit as soon as possible. Whenever a continuous and close pursuit begins within the Campus and continues onto City property, the pursuing campus agent will notify the Public Safety Department Supervisor and the City Police Department dispatch of such event as soon as possible.

Equipment

Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to the other as set forth in this agreement; however no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

The agency furnishing any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.

Costs

The agency furnishing aid pursuant to this agreement shall compensate its employees during such time aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may compensate the assisting agency during the time of rendering such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.

Prior Planning

For any major non-emergency event that will occur on Campus, designees from the City Police Department and the Public Safety Department will meet in a timely manner to review various operational issues, including traffic planning and the scheduling of required personnel.

The Director of the Public Safety Department and the Chief of the City Police Department may develop more specific and detailed operational procedures and guidelines, provided they are not inconsistent with the above provisions.

Indemnification

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to the provisions of Section ____ of the Statutes of the State of _____, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

Insurance

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section _____, of the Statutes of the State of _____. in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed; provided however, should the insurance coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

IV. Duration of Agreement

This Agreement shall take effect on _____ and shall continue in full force and effect for a period of one year following such date of effect, unless terminated prior thereto by any or all parties upon the delivery of written notice of such intent to the other party. This agreement shall also terminate 60 days following receipt of a written Notice of Cancellation, unless such termination is with the mutual consent of all parties to the agreement or upon the normal date of expiration for this agreement.

ABC COLLEGE

By _____
College Administrative Official

Date: _____

By _____
Public Safety Department Director

Date: _____

CITY POLICE DEPARTMENT

By _____
City Administrator/Legal

Date: _____

By _____
City Police Chief

Date: _____

Interagency Assistance

Sample Mutual Aid Agreement

This Mutual Aid Agreement made and entered into by and between (Parties to Agreement) Witnesseth Whereas, the law of the State of _____ provides that each public entity within the State of _____ is empowered to make and enter into Mutual Aid Agreements with other contiguous public entities within the State to more effectively allocate law enforcement and other public safety services during emergency situations;

Whereas, the undersigned public entities that are parties to this Mutual Aid Agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

Whereas, none of the law enforcement agencies party to this Agreement possess all of the necessary resources to cope with every possible law enforcement emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of these law enforcement agencies;

Whereas, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services; and

Whereas, it is necessary and desirable that a Mutual Aid Agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

Article I: Definitions

Assisting Agency: A law enforcement agency providing law enforcement manpower, equipment, and resources to a law enforcement agency from another jurisdiction that has requested assistance to confront an emergency.

Requesting Agency: A law enforcement agency under an emergency condition that has requested assistance from a law enforcement agency participating in the regional Mutual Aid Agreement.

Emergency: Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual agency to effectively control.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of the Agreement.

Staging Area: A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

Authorized Representative: The chief executive officer of a participating law enforcement agency, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting agency, and ending on the return of all of the assisting party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the designated agency official by the designated official of the assisting party.

Article II: Terms of the Agreement

1. Each party agrees that in the event of an emergency situation, each other party to this Mutual Aid Agreement will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic law enforcement services to its own jurisdiction.
2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
3. To invoke assistance under the provisions of this Agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party by telephone, in writing, or email. The responding party may request such information from the requesting party as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.
4. During an emergency situation, all personnel from responding agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, and special weapons and tactics units) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.
6. In any emergency situation where the Mutual Aid Agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.
7. The agencies agree to reimburse assisting agencies for the costs of personnel, equipment, facilities, and related resources used during the period of assistance based on mutually accepted costs associated with these resources.
8. Workers' Compensation, Liability, Property Damage
 - a. Workers' Compensation Coverage: Each public entity will be responsible for its own actions and those of its employees and is responsible for complying with the State of _____ Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of _____, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

- b. Automobile Liability Coverage: Each public entity is responsible for its own actions and is responsible for complying with the State of _____ motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of _____, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity agrees to obtain automobile liability coverage with at least a \$_____ combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the public entity may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the public entity to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.
- c. General Liability, Public Officials Liability, and Law Enforcement Liability: To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability with at least a \$_____ combined single limit. Each public entity agrees to obtain public official liability coverage and law enforcement liability coverage with at least a \$_____ combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the State of _____, (2) by being a qualified self-insured, (3) by being a member of a group self-insurance association, or (4) by any insurance plan administered through the Department of General Services Division of Risk Management.
- d. Should there be a dispute as to the nature and extent of any provision, these issues shall be submitted to binding arbitration with the American Arbitration Association or any other arbitration association unanimously agreed to by the parties.
9. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.
10. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
11. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this Agreement.
12. This Agreement shall become effective as to each party's public entity when approved and executed by that public entity. The Agreement shall remain in effect as between each party until participation in this Agreement is terminated by the party in writing. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement as between the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to this Agreement.
13. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signature & Title _____ Date _____

Signature & Title _____ Date _____

