**IACP National Law Enforcement Policy Center**

MUTUAL AID

# Model Policy

# April 2005

1. **PURPOSE**

The purpose of this policy is to inform all personnel of the existence and contents of the interagency mutual aid agreement [the “Agreement”] and this law enforcement department’s obligations under the Agreement.

1. **POLICY**

This interagency assistance policy as defined in the Agreement is intended to define the capabilities and obligations of participating departments to respond to emergency situations outside their own jurisdiction. This department shall participate in the interagency Agreement in order to strengthen our collective response to emergency situations.

1. **DEFINITIONS**

*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 department to effectively control.

*Mutual Aid:* As used herein, mutual aid refers to the provision and receipt of assistance between departments that are signatories to the mutual aid agreement in response to a formal request for assistance from an authorized departmental officer and dealing with an emergency as defined in the Agreement. It does not include assistance to other jurisdictions wherein officers are automatically dispatched under terms of a contract or informal agreement between jurisdictions.

1. **PROCEDURES**
	1. Scope of Agreement
		1. The law enforcement departments in the region and their governing bodies, in accordance with state law and local authorization, have entered into a cooperative mutual aid agreement whereby each may request temporary emergency assistance from any or all other member departments.
		2. The Agreement may be invoked by authorized personnel from member departments during emergencies, as defined herein.
		3. Under the terms of the Agreement, this department is committed to providing personnel, equipment, and specialized units to a participating department to the extent that it will not endanger primary law enforcement services to this jurisdiction.
		4. In order to maintain the efficient implementation of the Agreement, the chief executive officer (CEO) or his or her designee will have the following responsibilities:
			1. Attend regular meetings with other member department representatives to formulate or revise emergency plans, share information, and assess the general emergency needs of the region.
			2. Provide data to member departments concerning this department’s available manpower per shift, equipment and specialized units, and receive similar information from the other member departments.
			3. Negotiate additions to or renewal of the Agreement.
		5. The costs of salaries or wages, pensions, relief and workers’ compensation for loaned personnel resulting from mutual assistance duty, shall be allocated according to the Agreement.
	2. Requests for Assistance
		1. Requests for assistance by this department shall be forwarded to the authorized command officer in a timely manner through the chain of command.
		2. Before requesting assistance from another department, the command officer shall ascertain the following:
			1. nature of the emergency
			2. measures taken to bring the situation under control and why they have proven insufficient
			3. estimates of the amount of equipment, personnel, or special units that will be necessary to bring the situation under control
		3. Requests may be made by telephone or in writing and are subject to confirmation.
		4. The requesting department is responsible for providing member departments with the information necessary to determine the type and amount of assistance required.
		5. Each member department is only committed to providing assistance to the extent that it does not endanger primary operations and may, with proper notice, withdraw loaned personnel or equipment where circumstances require redeployment in their jurisdiction.
		6. All member departments, whether or not requested to provide assistance, shall remain on alert status during the term of the emergency.
	3. Emergency Scene Responsibilities
		1. The designated supervisor of the requesting department shall be in charge at the emergency site. All loaned personnel shall follow his or her lawful orders. However, where the provided assistance involves the loan of a specialized SWAT, hostage negotiation, bomb disposal, or canine unit, the commander of that specialized unit shall be responsible for implementation of the mission, as determined by the incident commander of the requesting department.
		2. When taking law enforcement actions at the emergency site, including uses of force, officers from this department shall at all times adhere to this department’s policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.
		3. Officers on loan from the responding department at an emergency site shall regularly apprise our communications section concerning the continued status of the emergency, line-of-duty injuries, or their need for relief.

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Every effort has been made by the IACP National Law Enforcement Policy Center staff and advisory board to ensure that this model policy incorporates the most current information and contemporary professional judgment on this issue. However, law enforcement administrators should be cautioned that no “model” policy can meet all the needs of any given law enforcement agency. Each law enforcement agency operates in a unique environment of federal court rulings, state laws, local ordinances, regulations, judicial and administrative decisions and collective bargaining agreements that must be considered. In addition, the formulation of specific agency policies must take into account local political and community perspectives and customs, prerogatives and demands; often divergent law enforcement strategies and philosophies; and the impact of varied agency resource capabilities among other factors.

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**Sample Mutual Aid Agreement**

**April 2005**

This Mutual Aid Agreement made and entered into by and between

(Political Subdivision Parties to Agreement)

**Witnesseth**

**Whereas**, the law of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ provides that each political subdivision within the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is empowered to make and enter into mutual aid agreements with other contiguous political subdivisions within the State in order to more effectively allocate law enforcement and other public safety services during emergency situations;

**Whereas**, the undersigned political subdivisions 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 departments party to this Agreement possesses all of the necessary resources to cope with every possible law enforcement emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these departments;

**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 in order 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 Department*: A law enforcement department providing law enforcement manpower, equipment, and resources to a police department from another jurisdiction that has requested assistance to confront an emergency.

*Requesting Department*: A law enforcement department under an emergency condition that has requested assistance from a law enforcement department 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 department 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 (CEO) of a participating law enforcement department, 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 department, and ending on the return of all of the assisting party’s personnel and equipment to their regular place of work or assignment.

**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 police services.
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. In order 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 or in writing. 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 departments shall report to and shall work under the direction of the designated incident commander. Personnel from either the requesting or the assisting department 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, special weapons and tactics units), once they are authorized to undertake assignments, shall operate under the direction of their tactical commander.
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 departments agree to reimburse assisting departments for the costs of personnel, equipment, facilities, and related resources used during the period of assistance on the basis of mutually accepted costs associated with these resources.
8. Liability, Workers’ Compensation, Property Damage
	1. *Workers’ Compensation Coverage*: Each member political subdivision 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 member political subdivision should understand that workers’ compensation coverage does not automatically extend to volunteers. Each local government may obtain accident insurance for any volunteer at the locality’s discretion. Workers’ compensation coverage for certain volunteers (e.g., volunteer fire fighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, 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.
	2. *Automobile Liability Coverage*: Each member locality 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 \_\_\_\_\_\_, by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each member locality agrees to obtain automobile liability coverage with at least a $\_\_\_\_\_\_\_\_ combined single limit and coverage extended to owned, nonowned, and hired vehicles. It is understood that the local government 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 member locality 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.
	3. *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 member locality agrees to obtain general liability with at least a $\_\_\_\_\_\_\_\_\_ combined single limit. Each member locality 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.
	4. 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 political subdivision when approved and executed by that political subdivision. The Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party. 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 thirty days’ written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement. This Agreement is binding on future CEOs of participating departments unless affirmative measures have been taken to terminate the Agreement as defined herein.
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_