



NEW REALITIES

Law Enforcement in the Post-9/11 Era

Mutual Aid: Multijurisdictional Partnerships for Meeting Regional Threats



U.S. Department of Justice
Office of Justice Programs
810 Seventh Street NW.
Washington, DC 20531

Alberto R. Gonzales
Attorney General

Regina B. Schofield
Assistant Attorney General

Domingo S. Herraiz
Director, Bureau of Justice Assistance

Office of Justice Programs
Partnerships for Safer Communities
www.ojp.usdoj.gov

Bureau of Justice Assistance
www.ojp.usdoj.gov/BJA

NCJ 210679

Written by Phil Lynn

This document was prepared by the International Association of Chiefs of Police, under cooperative agreement number 2003-DD-BX-K002, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime.

Mutual Aid: Multijurisdictional Partnerships for Meeting Regional Threats

September 2005

NCJ 210679

Acknowledgments □

Post-9/11 Policing Project Staff

The Post-9/11 Policing Project is the work of the International Association of Chiefs of Police (IACP), National Sheriffs' Association (NSA), National Organization of Black Law Enforcement Executives (NOBLE), Major Cities Chiefs Association (MCCA), and Police Foundation. Jerry Needle, Director of Programs and Research, IACP, provided overall project direction.

■ □ International Association of Chiefs of Police

Phil Lynn served as IACP's Project Director, managed development and publication of the four Promising Practices Briefs, and authored this monograph—*Mutual Aid: Multijurisdictional Partnerships for Meeting Regional Threats*. Andrew Morabito coauthored *Engaging the Private Sector To Promote Homeland Security: Law Enforcement-Private Security Partnerships* and analyzed Post-9/11 survey data. Col. Joel Leson, Director, IACP Center for Police Leadership, authored *Assessing and Managing the Terrorism Threat*. Walter Tangel served as initial Project Director.

Dr. Ellen Scrivner, Deputy Superintendent, Bureau of Administrative Services, Chicago Police Department, contributed to all phases of project design and cofacilitated the Post-9/11 Roundtables with Jerry Needle. Marilyn Peterson, Management Specialist–Intelligence, New Jersey Division of Criminal Justice, authored *Intelligence-Led Policing: The New Intelligence Architecture*.

■ □ National Sheriffs' Association

Fred Wilson, Director of Training, directed NSA project activities, organized and managed Post-9/11 Roundtables, and worked closely with IACP staff throughout the course of the project. NSA project consultants included Chris Tutko, Director of NSA's Neighborhood Watch Project; John Matthews; and Dr. Jeff Walker, University of Arkansas, Little Rock.

■ □ National Organization of Black Law Enforcement Executives

Jessie Lee, Executive Director, served as NOBLE's Project Director and conducted most staff work.

■ □ Major Cities Chiefs Association

Dr. Phyllis McDonald, Division of Public Safety Leadership, Johns Hopkins University, directed the work of the Major Cities Chiefs Association. The MCCA team included Denis O'Keefe, Consultant; Corinne Martin, Program Coordinator; and Shannon Feldpush.

Dr. Sheldon Greenberg, Director of the Division of Public Safety Leadership, coauthored *Engaging the Private Sector To Promote Homeland Security: Law Enforcement-Private Security Partnerships*.

■ □ The Police Foundation

Edwin Hamilton directed Police Foundation □ project activities and managed Post-9/11 survey □ formatting and analysis, assisted by Rob Davis. □ Foundation consultants included Inspector Garth □ den Heyer of the New Zealand Police and Steve □ Johnson of the Washington State Patrol. □

Promising Practices Reviews

Promising Practices drafts were critiqued and enriched □ by a series of practitioners/content experts, including □ Richard Cashdollar, Executive Director of Public □ Safety, City of Mobile, AL; George Franscell, □ Attorney-at-Law, Franscell, Strickland, Roberts and □ Lawrence, Los Angeles, CA; Mary Beth Michos, □ State Mutual Aid Coordinator, Prince William County, □ VA; David Bostrom, Manager, Community Policing □ Consortium, IACP; John P. Chase, Chief of Staff, □ Information Analysis and Infrastructure Protection, □ Department of Homeland Security; John M. Clark, □

Assistant Vice President/Chief of Police, Burlington Northern Santa Fe Railroad; John A. LeCours, Director/Intelligence, Transport Canada; Ronald W. Olin, Chief of Police, Lawrence, KS; Ed Jopeak, Analyst, Veridian; Jerry Marynik, Administrator, State Terrorism Threat Assessment Center, California Department of Justice; and Bart Johnson, Office of Counter-Terrorism, New York State Police.

Executive Oversight

The Post-9/11 Policing Project was initially conceptualized by the Office of Justice Programs, U.S. Department of Justice. Since its inception, the project has been guided throughout by the chief executive officers of the partner associations:

- Daniel N. Rosenblatt, Executive Director, International Association of Chiefs of Police

- Thomas N. Faust, Executive Director, National Sheriffs' Association
- Jessie Lee, Executive Director, National Organization of Black Law Enforcement Executives
- Thomas C. Frazier, Executive Director, Major Cities Chiefs Association
- Hubert Williams, President, The Police Foundation

Bureau of Justice Assistance Guidance

We gratefully acknowledge the technical guidance and patient cooperation of executives and program managers who helped fashion project work: James H. Burch II, Deputy Director; Michelle Shaw, Policy Advisor; and Steven Edwards, Ph.D., Senior Policy Advisor for Law Enforcement.

Contents

Acknowledgments	.iii
Executive Summary	.vii
Overview of the Issue	.1
Addressing the Issue Through Mutual Aid	.3
Establishing a Mutual Aid Agreement	.7
Terms and Conditions of the Agreement	.13
Predeployment Considerations	.21
Activation of a Mutual Aid Plan	.25
Promising Practices in Mutual Aid	.29
Appendix: Interagency Assistance Sample Mutual Aid Agreement	.33
Endnotes	.37

Executive Summary □

A mail survey and three facilitated roundtable sessions with police chiefs and sheriffs identified several critical areas that could assist law enforcement leaders in managing the new realities of policing since the events of September 11, 2001. One of those areas was the use of mutual aid agreements and multijurisdictional partnerships.

I know that there are people here today—and others that you know and work with—that rushed to Ground Zero when the planes struck. You dropped everything. You got there any way you could to lend a helping hand—and you kept working for weeks straight. On the evening of September 12, 2001, several members of a sheriff's office in Michigan set out in a semi-trailer full of donated flashlights, batteries, and water hoping to assist with the rescue operations at Ground Zero. The group received an invitation to assist with the search for evidence in the disaster rubble that had been ferried to Staten Island. For 6 days, these heroes worked alongside their law enforcement brothers and sisters from across the country in the 'bucket brigade,' looking for crime evidence and victims' bodies. The work was grim. But the spirit of the law enforcement community in those dark days brought further honor to your profession.

Attorney General Alberto R. Gonzales
at the National Sheriffs' Association Conference, 2005

Traditionally, mutual aid agreements have been used on a limited basis to organize investigative teams or task forces. Today, these agreements are being used regionally to address the threats of international and domestic terrorism as agencies recognize that a more collaborative approach is necessary to prevent future attacks against our communities. Moreover, regional mutual aid agreements can be tailored to meet specific needs, address likely threats, and make available the full range of existing resources that can be brought to bear quickly in times of emergency.

Although it has not always been the case, prevention is now considered an integral component of modern

policing. Just as it is more effective to prevent a crime from occurring than to respond to it after it has occurred, so is it also more effective to prevent a terrorist act than it is to respond to one. Although mutual aid may have been conceived primarily to respond to disasters and emergencies, it also is well suited for preventing such occurrences. The organizational and collaborative approaches developed through mutual aid agreements bring together key decisionmakers who can share information and intelligence. It is through this sharing from agency to agency that line officers, investigators, and analysts are most likely to make the essential connections that can prevent an attack.

Mutual aid is a key component of the National Incident Management System (NIMS), which provides the framework for emergency response. The federal government now directly supports the establishment of local mutual aid agreements with federal resources and has embarked on a National Mutual Aid and Resource Management Initiative.

Planning is essential to effective mutual aid. Before agencies enter into these agreements, they must consider doing all of the following:

- Defining the participation requirements.
- Assessing vulnerabilities and potential deployment needs.
- Establishing oversight and management authority.
- Identifying training and funding requirements.

In addition, several obstacles block the creation of effective collaborative efforts that develop via mutual aid. Jurisdictions must define the limits of the agreement. Participating law enforcement agencies and other involved agencies must overcome the mistrust that sometimes exists between organizations. The jurisdictions involved and the policing chief executives must agree to the plan's key components, and each participating jurisdiction's governing body must approve the agreement.

This document highlights a number of efforts by regions throughout the United States to work in these collaborative partnerships across jurisdictions. These initiatives vary in size and scope and are geographically

diverse. Agencies should consider studying them if they are interested in taking a more regional approach to terrorism prevention, preparedness, and response.

Overview of the Issue

Historically, law enforcement mutual aid agreements have been employed most often on a limited basis for the sharing of personnel and resources to establish multiagency investigative teams and task forces.¹ Typically, the enabling agreement between jurisdictions takes the form of memorandums of understanding. Such agreements are limited in scope and purpose to address specific crime problems that cut across jurisdictional boundaries. Most familiar to law enforcement agencies are automatic mutual aid agreements in which units from neighboring jurisdictions are automatically dispatched to incident scenes. These are interlocal agreements that are usually basic contracts or even informal agreements. The mutual aid agreements discussed in this document are more formalized than these types of agreements and are designed to provide a wide range of services and resources to afflicted jurisdictions over longer periods.

Law enforcement has long recognized that such multijurisdictional, multiagency operations reap major benefits in combating broad-based criminal activities that cut across jurisdictional boundaries. For example, contiguous jurisdictions have successfully used major case squads in a variety of contexts for decades. After September 11, the Federal Bureau of Investigation (FBI) set up Joint Terrorism Task Forces in major cities nationwide to serve as the primary links for regional operations among federal, state, and local agencies.

In any major crime investigation, the special need for intelligence, specialized personnel and equipment, and additional resources often can be addressed more fully and efficiently through a cooperative interjurisdictional enforcement approach. Some jurisdictions also have established emergency response teams such as special weapons and tactics (SWAT) or related units that can respond to serious criminal incidents with special equipment and training that none of the independent jurisdictions could support alone. The concept is simple, but many law enforcement agencies have learned that developing an efficient and successful operating unit requires attention to numerous details of management, command and control, planning, and joint training.

In a similar manner, but on a larger scale, mutual aid agreements were devised to assist townships, cities, counties, and similar intrastate governmental entities to more efficiently and effectively exchange services and resources to meet specific needs that could not be provided adequately on an individual agency basis. Mutual aid agreements often are more comprehensive, formalized, and far reaching than are memorandums of understanding and are normally intended for sharing resources and services during periods of natural or manmade disasters. Sharing resources during such unusual circumstances has been found to be far more efficient and cost effective than the alternative of developing overlapping and duplicative services in each jurisdiction that may be infrequently or sparsely used. Resource sharing most often is called into play during major natural disasters such as floods, tornados, and hurricanes, but it also has been employed to contain civil unrest, mass demonstrations, and other events that are beyond the capabilities of individual jurisdictions to manage or control.

In light of these successful interjurisdictional enterprises, it is not surprising that the same collaborative approach has been taken in local, state, and national attempts to address the threats of international and domestic terrorism. The utility of these agreements was demonstrated dramatically during and immediately following the events surrounding September 11, 2001, when well-orchestrated mutual aid agreements among regional agencies in New York and interstate agreements among other adjoining states were activated to deal with the cataclysmic events and aftermath of that day. Fire companies, law enforcement officers and other first responders, and a wide variety of other assistance were brought from throughout New York State, as well as from farflung regions of the country. In New York State, such personnel were activated under regional mutual aid agreements to assist at the scene. They also were used to backfill positions of first responders in jurisdictions surrounding New York City that were temporarily vacated by those who were directly engaged in rescue efforts at the World Trade Center so

that fire and law enforcement services could continue unabated in these surrounding jurisdictions.

Similar actions were witnessed in the Washington, D.C., metropolitan area as law enforcement, fire, emergency medical services (EMS), and related resources were brought to bear on events at the Pentagon under the Washington Metropolitan Council of Governments mutual aid agreement. None of these actions could have been undertaken as expeditiously and effectively without mutual aid agreements and protocols that were established in advance. In fact, New York State took only 6 days following September 11 to join the Emergency Management Assistance Compact (EMAC)—an interstate agreement that streamlines, coordinates, and manages the assistance one governor can lend another after a natural disaster or a terrorist attack. Some two dozen governors lent everything from administrators who helped manage the flood of donations to command-post operators who relieved New York City personnel so that they could get some sleep. “Every state in the nation came calling, ‘What can we do to help?’” recalled Dennis Michalski, an assistant director of New York’s Emergency Management Office. But orchestrating the flood of resources, personnel, and materials became an immense undertaking in itself, so the state joined EMAC immediately.²

... regional mutual aid is provided on a horizontal, contiguous, county-to-county basis that is closer to the incident at hand and the resources necessary to address the emergency.

Whether mutual aid agreements are interstate or intrastate, the utility and wisdom of engaging in them has been proved time and again. In spite of the obvious need, many law enforcement and related first response agencies remain accustomed to “going it alone.” There are a number of possible explanations for this approach. In part, many rural and even suburban communities retain the notion that terrorism is primarily an urban problem associated particularly with key cities such as New York and Washington. September 11 notwithstanding, this notion is countered by historical precedent. The bombing of the Murrah Federal Building in Oklahoma City is only one example. As noted by President George W. Bush,

*Terrorists can strike anytime, anywhere. Crop dusters, power generating plants, dams and reservoirs, crops, livestock, trains, and highways are among the resources that could be targets. Homeland security in the heartland is just as important as homeland security in America’s largest cities.*³

Indeed, the ambitions of international terrorists have included targets in rural America, presumably to demonstrate the omnipresence of the terrorists’ reach, their ability to disrupt everyday life, and their desire to inflict fear on a broad scale. Moreover, many targets of strategic value that are critical to the health of the nation’s infrastructure are located in rural America. Even targets of largely symbolic value that may be attacked in large urban areas can create a ripple effect in surrounding suburban and rural areas, as victims seek refuge from the inner city and local rural resources are diverted to assist victims.

For these and other reasons, President George W. Bush launched the National Mutual Aid and Resource Management Initiative to assist first responders outside major metropolitan agencies in establishing mutual aid agreements or in renewing and refining existing agreements. Regional mutual aid is not intended to supplant or rival emergency aid provided through the Federal Emergency Management Agency (FEMA), EMAC, or state emergency management agencies. These are vital resources that can be drawn on whenever and however needed. But in a sense these are top-down or vertical service providers, whereas regional mutual aid is provided on a horizontal, contiguous, county-to-county basis that is closer to the incident at hand and the resources necessary to address the emergency. Regional mutual aid agreements also can be tailored to more easily meet specific needs, address likely threats, and make available the full range of resources that can be brought to bear quickly in times of emergency. Although the roles of FEMA and EMAC and the coordinating efforts of state emergency management agencies do overlap to some degree with regional mutual aid agreements, in a major disaster—such as a terrorist attack—there would be plenty of work to go around.

Addressing the Issue Through Mutual Aid □

Mutual Aid as Critical Incident Planning and Response

The Emergency Management Institute (EMI) discusses mitigation as one of the four phases of emergency management. EMI defines mitigation as taking sustained actions to reduce or eliminate long-term risk to people and property from hazards and their effects. A critical incident—whether it is a chemical spill, airplane crash, mass disturbance, flood, terrorist attack, or other natural or manmade disaster—necessarily affects and involves other community agencies and services. To effectively mitigate any effects, law enforcement must work in advance on planning and preparation with other local and state law enforcement and related government agencies. This preparedness process also must include cooperation with utility providers, private companies, and citizen groups in the preplanning of potential disaster scenarios and the development of response plans to deal with them. Consider the following factual incident as a case in point for effective critical incident management and preplanning.

The morning of April 16, 1947, began as a bright spring day in Texas City, Texas, a thriving industrial city on the Gulf Coast. At anchor that morning was the Grand Camp, a ship loaded with ammonium nitrate fertilizer (a highly explosive substance that was the instrument of destruction in the Oklahoma City bombing). The ship was preparing to set sail when a fire broke out in the cargo hold. The captain attempted to deal with the fire by closing hatches to smother it. Instead, the fire grew more intense and volatile. The local fire department was called and began to douse the fire with water—an act that also increased its volatility and combustibility.

A little after 9 a.m., the Grand Camp exploded with such force that it shot a column of fire and smoke more than 2,000 feet high. An even more violent second explosion caused the neighboring Monsanto Chemical Plant to explode in flames. From there the fires spread to the neighboring refineries and fuel depot. The

immense refining complex burned out of control through the night as a multitude of emergency aid workers and equipment converged on the city from across south Texas.

The following day, another ship in the harbor laden with ammonium nitrate that had been burning also exploded in what was the most violent of all the blasts. The shock waves destroyed buildings in a large area and were felt many miles away in Galveston and other distant towns. Estimates of the death toll were placed at approximately 600 in the town of only 16,000 people. It took a week to bring the fires under control and a month to recover those bodies that could be found.

Many lessons were learned from the Texas City disaster, including the proper storage of combustible materials and monitoring their proximate location to one another. No one had envisioned that such a disaster was possible, and little to no planning had been done to deal with the unthinkable. But beyond the physical cause and aftereffects of the disaster, issues of logistics and command and control came to the forefront. Mobilization and command and control of emergency aid, including fire and ambulance services, emergency first aid providers, and law enforcement (and eventually the National Guard to assist in the effort and protect property and life from potential opportunists), was nearly nonexistent in the Texas City incident. For days crews converged on the scene with little or no understanding of where or how to deploy or whom to take orders from. The result was a tragic delay in bringing the incident under control and the unnecessary loss of additional lives. Although this incident took place more than 50 years ago, law enforcement and emergency service providers are still faced with the potential for many types of critical incidents and the need to prepare well in advance to deal with them effectively. The threat of terrorist acts against chemical plants and many related targets presents the possibility of an incident similar to if not far more devastating than that in Texas City.

Mutual Aid as Intervention and Prevention

The time for mitigation and preparedness is not after a disaster like the one in Texas has occurred, a riot has begun, a tornado has hit, or a terrorist has struck. These incidents must be addressed in advance. Local regulatory agencies have taken similar measures to prevent the building of homes and commercial establishments in flood-prone areas, and these measures have been an effective means of saving lives and property for many years. These and related regulations are a means of responsible planning and preparedness and are actions that can eliminate—and have eliminated—the operational response concerns and the recovery issues that might have been required had there been no planning and code enforcement. In the law enforcement arena today, it is an accepted notion that effective community and problem-oriented policing can resolve citizen concerns before they become large-scale problems, civic disruptions, or criminal problems that require significant law enforcement response. The same can be said of efforts to deal with all forms of critical incidents.

In this context, mutual aid agreements may be regarded as another form of law enforcement-community partnership. Mutual aid may have been conceived primarily to respond to disasters and emergencies, but it also is well suited for preventing such occurrences. The organizational and collaborative approaches developed through mutual aid agreements bring together key decisionmakers who can share information that serves their individual and collective interests on many levels.

Thus, it is for the collective benefit of all participating jurisdictions in regional mutual aid to work in concert to hone threat-assessment techniques and combine threat information. Protection of one jurisdiction thus helps protect all neighboring jurisdictions.

Intelligence is a good example. Through shared intelligence, local law enforcement officials can obtain a great deal of information about terrorist and other criminal activity in general and assist in identifying threats that are of common local or regional concern. Through mutual aid agreements, channels of communication are enhanced and local agencies are better positioned to familiarize their officers with the state of the terrorist threat to their locality and their

region.⁴ Where individual agencies do not have the resources to establish their own internal intelligence function, one may be established on a regional basis by agencies participating in the regional agreement. Sharing officers for this purpose, which is similar to establishing multijurisdictional investigative teams or tactical squads, can be both more cost effective and more productive than individual agency initiatives. In most cases, emergencies that would likely activate the regional agreement are more easily detectable in advance when multiple agencies share their insights, intelligence, threat assessments, and crime analyses.

Training received by one agency in the region also can be shared with officers in partnership with other agencies in the region through the train-the-trainer approach or similar means. The costs of training by outside sources that might be unaffordable by one agency often can be spread among many personnel in several agencies in a common geographic area and made both economical and available to a greater number of personnel. In efforts to meet the new demands of homeland security, it is critical that as many law enforcement officers as possible be credentialed in such topics and disciplines as incident command and unified command; response to biological, chemical, and nuclear threats; evacuations; policing mass disturbances; intelligence; and mass quarantine and isolation.

Potential target identification and threat assessment are other areas in which regional cooperation and partnerships serve the common good. Terrorist attacks in one jurisdiction will usually create a regional emergency and involve multiple jurisdictions. Thus, it is for the collective benefit of all participating jurisdictions in regional mutual aid to work in concert to hone threat-assessment techniques and combine threat information. Protection of one jurisdiction thus helps protect all neighboring jurisdictions. Reducing a locality's vulnerability requires, among other things, a careful analysis of the potential targets. Among these targets are utilities, including electric power stations, substations, and transmission lines; gas storage tanks and pipelines; and water tanks, water treatment plants, and reservoirs.

Dispersal of a "dirty" nuclear device, destruction of a chemical plant or bridge, contamination of a reservoir, and related scenarios are threats that could have wide-ranging health and safety implications. Completely protecting every reservoir, mass transit terminal, large

building, and other likely targets within a jurisdiction is not possible. But the more difficult it is for terrorists to identify vulnerabilities in a given area or facility, the less likely it is that they will attempt an attack.

Mitigation and preparedness are essential terms in the emergency management field. Law enforcement can help prevent critical incidents by meeting with representatives of other disciplines to identify and resolve problems before they turn into critical incidents. Interagency communication and planning also can play important roles in mitigating a critical incident.

Mutual aid agreements are not just processes and procedures for responding to disasters or emergencies once they have happened. Such agreements are an essential component of deterrence and prevention. When mutual aid agreements are used as proactive vehicles, their utility is vastly expanded, and, some would argue, is even more valuable than their response capabilities. Local law enforcement agencies that work closely together to identify regional threats, share intelligence, and work constructively with private sector entities and other governmental agencies are more likely to prevent an emergency or disaster.⁵ Focusing on prevention rather than recovery should be a large element of a mutual aid agreement, particularly when one considers the severity of threats posed by both domestic and international terrorist organizations.

Contemporary Support for Mutual Aid

To mitigate and prepare for disaster, law enforcement agencies should enter into mutual aid agreements with nearby public safety agencies and should review any such agreements frequently. The wisdom of and need for mutual aid agreements, joint service agreements, and similar local and regional compacts gained greater notice following the events of September 11. The U.S. Department of Homeland Security (DHS) and its respective offices began laying the foundation of a national system of local sharing to confront terrorist attacks, domestic threats, and disasters and further supported this initiative by providing funds to help local governments create or improve their collective response capabilities. DHS placed a new focus on state and local mutual aid as a key component of the nation's emergency response capabilities in the face of terrorist acts and other natural or manmade

emergencies. For example, mutual aid is key to the National Incident Management System (NIMS), which provides the framework for emergency response. It also identifies important requirements that local governments must fulfill to be eligible for federal aid—an important issue for local units of government. Although not a part of funding requirements now, participation in mutual aid agreements may one day be so classified because NIMS cites such agreements as “an indispensable tool for the swift and coordinated response to disasters of all kinds.”⁶

Focusing on prevention rather than recovery should be a large element of a mutual aid agreement, particularly when one considers the severity of threats posed by both domestic and international terrorist organizations.

For the first time, the federal government directly supports the establishment of local mutual aid agreements with federal resources and has embarked on a National Mutual Aid and Resource Management Initiative. As then-Secretary Tom Ridge noted early in his tenure as head of DHS:

The approach we will take will enable communities to build capacity so that cities and regions are similarly equipped to combat the widest possible range of terrorist attacks. . . . And by helping to meet your needs, we hope to change the old relationship—city-state-local model—into one based on mutual cooperation, collaboration, and partnership.⁷

The emphasis on mutual aid and regional cooperation also is embedded in DHS's funding requirements. The DHS Office of Domestic Preparedness grant program for first responders gives preference to proposals for regional initiatives. In many locales, the budget deficit is a hot topic. Mutual aid agreements are a means for jurisdictions to offset the costs of developing sufficient emergency response capabilities by coordinating their purchases of equipment and resources on a regional basis, avoiding duplication. This is an excellent means of stretching and leveraging dollars by pooling resources and sharing services, technology, office space, and personnel.

The mutual aid initiative undertaken by FEMA is designed to enhance emergency readiness and response at all levels of government through a comprehensive

and integrated system that will allow jurisdictions to augment needed resources to respond to terrorist incidents and related disasters. The system will allow emergency management personnel to identify, locate, request, order, and track outside resources quickly and effectively, as well as obtain information on specific resources and their locations, costs, and support requirements—activities that mirror requirements of mutual aid at the local level.

The key concepts of the National Mutual Aid and Resource Management Initiative, although more ambitious and complex than those of most intrastate regional mutual aid agreements, are similar to components necessary in mutual aid agreements established by local governments. Key concepts are the following:

- The use of established preincident agreements (including mutual aid, EMAC, and others) by donor and requesting jurisdictions.
- Protocols for documenting and inventorying disaster response resources in terms of categories, kinds, components, metrics, and typing definitions.
- A deployment inventory/catalog of preidentified, credentialed, categorized, and capability-typed resources.
- An automated resource management system to access and search the inventory/catalog to locate, request, order, and track resources requested by incident management personnel in need of assistance.⁸

These general points form the basis for establishing regional mutual aid agreements. These and numerous other issues—such as those related to the establishment of a written agreement, details on the agreement’s component parts, implementation of the agreement, training, and related concerns—will be discussed in greater detail later in this document.

To further assist state and local governments in developing regional sharing programs, in 2003 FEMA provided funding to the National Emergency

Management Association to develop a Model Intrastate Mutual Aid Agreement. The project, undertaken in partnership with national public safety organizations such as the International Association of Chiefs of Police, the National Sheriffs’ Association, the International Association of Fire Chiefs, and other service providers, solicited copies of existing mutual aid legislation and agreements, enabling legislation, and other supporting documents. Responses from 16 states formed the basis for development of a Model Intrastate Mutual Aid Agreement.⁹ This document provides a good starting point for a comprehensive discussion of mutual aid and includes identification of some of the key interest areas and concerns that agencies should consider in organizing a regional mutual aid network of participants.

Another reference for establishment of such agreements was prepared before September 11 in recognition of the need to foster intrastate mutual aid among law enforcement agencies and provide them with specific protocols for the establishment of such agreements. The document, which was developed by a multidisciplinary body of law enforcement professionals, provides policy positions and direction on a wide variety of topics related to the establishment and implementation of mutual aid among law enforcement agencies.¹⁰ This documentation, combined with recently established multijurisdictional intrastate protocols from around the country, requirements of the recently adopted NIMS, and insights from best practices generated by regional and state agencies since September 11, forms the basis for the positions taken and recommendations made in this document. In all, they provide a consistent, well-founded body of knowledge that law enforcement executives can feel comfortable using to establish intrastate agreements of their own.

The sections that follow address preliminary planning issues such as determining the need for mutual aid, defining the requirements, and assessing vulnerabilities and potential deployment needs, as well as preparing a written agreement, establishing an oversight and management authority, and training, planning, and executing mutual aid plans.

Establishing a Mutual Aid Agreement□

Forms of Mutual Aid

Mutual aid agreements codify an understanding between two or more entities to provide support in a given context. Parties to agreements can include two, three, or more response agencies, private organizations, hospitals, public utilities, governments, and virtually any type of organization that can bring resources to bear during an emergency. Such agreements may be as expansive or as limited as the parties desire. But for purposes of this discussion, it is important to identify the levels or tiers of mutual aid, recognizing that not all mutual aid agreements fall neatly into one category. Hybrid mutual aid agreements underline the flexibility and utility of mutual aid in general. This document focuses on mutual aid and regional mutual aid agreements.

- Automatic mutual aid:** Units from neighboring jurisdictions are automatically dispatched to the scene as part of automatic mutual aid agreements. These interlocal agreements are usually basic contracts; some may be informal accords. These types of agreements are most familiar to law enforcement agencies.
- Mutual aid:** Mutual aid agreements are between neighboring jurisdictions and involve a formal request for assistance. Mutual aid is activated less often than automatic mutual aid but covers a larger geographic area.
- Regional mutual aid:** Units that are part of a regional mutual aid agreement can assist local units that have been on scene for an extended period. Regional mutual aid agreements exist between multiple jurisdictions and often are sponsored by a council of governments or similar regional body.
- Statewide mutual aid:** Statewide mutual aid increases the number of on-scene units. These agreements, often coordinated by the state emergency management agency, incorporate both state assets and local assets in an attempt to

increase preparedness statewide. Only about a third of all states have comprehensive statewide mutual aid systems.

- Interstate agreements:** Out-of-state assistance through the Emergency Management Assistance Compact supports the response effort toward the end of the first day and onward into the recovery phase.

State Authorization

Any realistic discussion about developing a regional mutual aid alliance requires a determination of the authority of local governments to engage in such relationships. The law of the state in which the region lies must authorize regional agreements for assistance between law enforcement agencies. If the region includes agencies in more than one state, the law of all states involved must authorize the agreement and the agreement must not violate any applicable federal law.

By its constitution or state statute, virtually every state provides enabling provisions for establishing formal, local, intergovernmental cooperative agreements. The language of these provisions varies somewhat and must be examined closely for particular requirements, specifications, and restrictions.

For example, enabling legislation for Arizona states the following:

... if authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the service specified in the contract or agreement or exercise those powers jointly held by the contracting parties.¹¹

This Arizona law provides substantial flexibility to local units of government for both establishing and managing interagency agreements. As other examples, the State of Iowa adds in its legislation that “any public agency of this state may enter into an agreement with one or more public or *private agencies* for joint or cooperative action” (emphasis added) (*Iowa Code 28E.4 [2002]*). And Oregon makes the all-important stipulation that such agreements must be in writing: “[a] unit of local government may enter into a *written* agreement with any other unit or units of local government. . . .” (emphasis added) (*Oregon Rev. Stat. 190.010 [1999]*).

Establishment of a Mutual Aid Committee

A wide variety of stakeholders should be involved in drafting a mutual aid agreement. The committee members should negotiate the agreement and approve it or recommend its approval on behalf of their respective organizations. Jurisdictions must determine who needs to be at the negotiating table so that the agreement will be as inclusive and responsive as possible. The respective heads of the law enforcement agencies involved should be included, as well as potentially the heads of other emergency response agencies, emergency management agencies, elected officials, and legal representatives.

The committee members need not compose the language of the agreement, but they should provide input on the agreement’s construction, based on their individual needs and the perspectives of their disciplines, and provide feedback on drafts constructed to meet those requirements. Legal professionals also should research and advise the committee on any existing agreements that might provide a framework for the new agreement. These checks can eliminate unnecessary and even confusing duplication and conflicts between new and old agreements.

A mutual aid committee is a sound means by which to bring stakeholders together to negotiate the terms of a mutual aid agreement. Once the committee has completed its work, personnel representatives of key jurisdictions, along with heads of emergency response agencies, can remain in place to form a governing body to oversee the continued assessment and refinement of the agreement, ensure that periodic training is conducted, oversee the needs assessment for

the region, and provide oversight for related functions. The committee can be a freestanding entity or it may function as a subcomponent of other overarching committees such as a regional homeland security task force, a council of governments, or an association of response agencies.¹²

Funding

Traditionally, local law enforcement agencies and jurisdictions were unable to establish regional compacts because they could not get funding for the development of mutual aid agreements. To assist in this area, DHS secured authorization for the Urban Area Security Initiative (UASI) in 2003—a follow-on to monies first appropriated through the Nunn-Lugar-Domenici Preparedness Program. UASI has been described as the next wave in the evolution of federal terrorism preparedness programs. It is intended to provide resources to key urban areas, with the goal of reducing vulnerabilities and enhancing prevention capabilities.

As of mid-2004, the federal government had distributed more than \$8.2 billion in grants to states and communities to bolster their resource and preparedness capabilities. About \$1.4 billion of that has been allocated through UASI awards to pay for specialized equipment and training. Because these grants are aimed for regional cooperation, boundaries between cities and neighboring jurisdictions are erased.

While suburban areas can benefit from UASI funding through mutual aid agreements, outlying areas may not have access to or even require the breadth of resources targeted by this and related federal programs. On the other hand, these areas may be vulnerable to specific types of threats that are not evident in suburban areas. Such locations may still be eligible for funding from DHS or other federal sources. The *9/11 Commission Report* states, though, that homeland security funding should be based strictly on an assessment of risk and vulnerabilities, a position that is consistent with present DHS priorities (e.g., port security and transit security; radiological and biological defense). Therefore, requests for funds by established or developing regional mutual aid governing officials should be preceded by threat assessments, the results of which should clearly identify needs and local shortcomings in resources.¹³

Because available funding targets a number of concerns and issues from one or more federal sources, interested agencies should contact their state emergency management director, state homeland security director, and/or central sources for identifying available federal funding.¹⁴ In addition, as will be discussed later in this document, emergency service providers who did not adopt the Incident Command System¹⁵—a standardized on-scene emergency management structure—for their agency and jurisdiction by October 2004 will not be eligible for certain federal funds.

Participation in the Agreement

While not addressed in legislation or statutory provisions, for practical purposes, whenever possible, all local jurisdictions in a selected region should participate in the agreement. Failure to gain the participation of all agencies in the region may complicate the application of the mutual assistance agreement and compromise the plan's effectiveness.

Define Boundaries

The first step is to define the jurisdictions that should be included in the agreement. In many cases, states have already been divided into regions by the state's emergency management authority. Massachusetts, for example, splits the state into five emergency planning and response areas based on urban areas, the adequacy of personnel and equipment in the defined area, and size so that response times are reasonable. Georgia follows a similar formula, basing its emergency response areas around major cities. The groups heading each region are composed of mayors and county commissions to ensure participation of all levels of government. In Arizona, boundaries are defined by grouping counties together and by establishing fusion centers for sharing intelligence across levels of government and with local Joint Terrorism Task Forces.

Mutual aid agreements normally may be entered into by law enforcement agencies in coordination with any state emergency management organizational scheme or may be overlaid on existing agreements. They may even incorporate out-of-state jurisdictions, as is the case in the National Capital Region, which brings together Maryland, Virginia, and Washington, D.C., for homeland security planning purposes. In addition, regional councils of government, regional chambers of

commerce, and regional civic organizations have been used to assist first providers with coordinating emergency preparedness activities and support functions.¹⁶ Existing collaborative relationships such as these, forged by longstanding alliances to meet community development demands, can now often be leveraged to establish or assist in mutual aid agreements to meet terrorist threats and related emergencies.

Nonparticipation

There are various reasons why jurisdictions or law enforcement agencies prefer not to engage in mutual aid agreements. These often are the same reasons that such agreements sometimes do not work properly. Lack of trust among governmental levels often undermines these types of relationships, according to a panel of public and private sector experts convened by the National Academy of Public Administration (NAPA). "Some distrust arises from competition, previous cooperative experiences, or constitutional and legal issues, but much of it comes from inexperience and uncertainty," said NAPA President C. Morgan Kinghorn.¹⁷ Acknowledging that lack of trust may exist and identifying its causes and possible solutions are essential to promoting the inclusiveness of regional agreements, as well as to help ensure their effectiveness and continuation. The cooperation of all parties is essential. Therefore, any operational, organizational, or work-culture stumbling blocks need to be addressed early on in the exploratory process of preparing such regional agreements.

This is not to say that the plan should be abandoned because some jurisdictions in the region decline to participate. It is entirely feasible to have a mutual aid plan without the participation of all local jurisdictions. However, if some jurisdictions choose not to participate, conceptual design, as well as actual drafting of the plan, should take into account the complications that may arise if a nonparticipating jurisdiction is involved in a subsequent emergency and requires assistance from participating jurisdictions. For example, participating agencies should resolve how and under what circumstances requests for assistance of a nonsignatory should be honored.

It is difficult to imagine an instance in which a jurisdiction in critical need of assistance would not be provided with assistance by neighboring agencies even if the requesting agency had elected not to

participate in the mutual aid agreement. Under such circumstances, though, responding jurisdictions, without benefit of a written mutual aid agreement, would provide services and resources at their own risk. Problems related to liability for wear and tear on, damage to, or loss of equipment; injured personnel; civil liability stemming from the actions, inactions, or omissions of responding officers; and the costs of services and resources expended by responding agencies could have negative consequences for both responding and requesting agencies. Recovery for damages in such cases would likely result in litigation that could have long-term negative effects on all jurisdictions concerned.

Finally, it is not enough that each jurisdiction agrees to participate in a mutual aid agreement. Each law enforcement executive should determine whether the commitment involves potential problem sites in participating jurisdictions that may not be easily addressed by the agreement. For example, in some instances, one or more of the law enforcement agencies participating in the mutual aid agreement may have areas or facilities in their jurisdiction that may present special problems in the event of emergency. Airports, parks, federal reservations, historic sites, nuclear power plants, or other locations could present special law enforcement concerns. These concerns may include special hazards to the public or law enforcement personnel and overlapping law enforcement authority and responsibility with other local, state, or federal agencies. The problems presented by such sites may be increased if the agency responsible for the location is not a party to the mutual aid agreement. The complications presented by such special areas of concern in the event of an emergency should be anticipated and resolved to the degree possible before the implementation of the mutual aid agreement.

Initial Agreement on Key Plan Components

All jurisdictions and law enforcement executives also should be in basic agreement about the key points of a mutual aid agreement before they pursue the specifics of a contractual arrangement. These points address such issues as the responsibility to reimburse providing agencies for services, equipment, and resources on a predetermined schedule and the need to indemnify officers from providing agencies operating outside their jurisdiction; reach a general agreement on

common operational protocols and policies, particularly those relating to the use of force; and establish an agreement on command and control structures. All parties involved should accept these and other basic terms of a mutual aid agreement before a binding agreement is framed. Much of this work can and should be accomplished through the mutual aid committee structure previously identified.

Jurisdictional Approval Process

Normally, before a mutual aid agreement can become valid and effective, two requirements must be met:

- The governing body of each participating jurisdiction must grant approval of the agreement in accordance with established procedures of the jurisdiction concerned for entering into legal agreements.
- The agreement must be signed by the official or officials authorized by the governing bodies of the jurisdictions to sign such agreements.

In some jurisdictions, the governing body may have delegated to a specific official (such as a city manager or a county executive) the authority to enter into such agreements without prior approval by the governing body. In most instances, prior approval of the city council, board of supervisors, or comparable governing body of the jurisdiction is required.

Whatever the governing authority, the proper official or officials must sign the agreement if it is to be valid. Furthermore, if prior approval of the governing body is required, the official authorized by the governing body to enter into the agreement on behalf of the jurisdiction must sign the agreement after, not before, the governing body has given its approval.

Even though not necessarily required by law to make the agreement valid, it is highly desirable that the chief executives of each law enforcement agency participating in the mutual aid plan also sign the agreement. This helps to ensure that the chief executives concerned are knowledgeable of and fully aware of the agreement's details and in accord with the plan. It also should be remembered that even though the chiefs of police, sheriffs, or public safety directors of participating jurisdictions agree to the terms and conditions of the mutual aid agreement,

such individuals are not normally authorized on their own to enter into a binding agreement of this type with another jurisdiction. This holds true for any other agencies outside the law enforcement community that may be included in the agreement.

In addition, in some cases, regional mutual aid agreements for emergency assistance must be approved and/or coordinated by, or at least be consistent with, statewide emergency service plans managed by the state's emergency management authority or a similar authority. Depending on a state EMS authority's organization, this state requirement may include, or be limited to coordination with, other operational emergency service entities under state auspices. This issue is very important because regional emergencies, particularly those dealing with terrorist acts involving weapons of mass destruction (WMD), will invariably require the response of a broad cross-section of emergency service providers and support operations. Mutual aid agreements established by multiple contiguous law enforcement agencies may be called into play in a variety of enforcement-specific circumstances, but should the region be affected by a broader threat, coordination of all emergency responders is essential for the rapid and efficient use of manpower and related resources. In these situations, the state EMS authority, as available, as well as other state and federal enforcement and assistance agencies, will invariably be involved.

Need for a Written Agreement

It is essential that a mutual aid agreement be in writing. Oral agreements are unacceptable for the following reasons:

- They may not satisfy applicable legal requirements.
- They inevitably are not sufficiently detailed to take into account all of the matters that need to be addressed in such complex agreements.
- They are very likely to result in misunderstandings between the participating law enforcement agencies. This in turn may create ill will between the agencies, possibly compromising the effectiveness of the plan and leading to other interagency problems.

- They greatly increase the exposure of the participating agencies to civil liability arising from execution of the plan.

- Participating agencies would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

By contrast, written agreements provide the following:

- Form and structure, setting forth common procedures and expectations.
- Awareness of potential problems and concerns, such as those related to liability and insurance.
- Procedures for reimbursement for the costs of all deployed resources where the parties consent to such an arrangement.

The mutual aid agreement also may take the form of a written memorandum of understanding. A sample mutual aid agreement is provided in the appendix.

Drafting the Agreement

Careful drafting of the mutual aid agreement is essential. The mutual aid agreement, whether in the form of a memorandum of understanding or otherwise, constitutes a contract between the various jurisdictions, and it must therefore be carefully worded and fully understood by all law enforcement agencies and personnel concerned. If properly structured, the agreement gives the participating law enforcement agencies both the authority to engage in mutual aid and the necessary legal protection. Improper drafting of the instrument may create significant operational and legal difficulties for the participating law enforcement agencies, render it impossible for the mutual aid program to function properly, and expose the law enforcement agencies to both public criticism and civil liability.

For the plan to be valid, details of the actual agreement must comply with any and all requirements set forth in applicable laws. Therefore, all appropriate sources of legal advice should be consulted on, and participate in, the preparation of the document that sets forth the terms of the interagency agreement. To this end, law enforcement agencies that desire to join

... each participating jurisdiction's designated legal advocate should review and approve the agreement before that jurisdiction becomes a signatory to the contract.

such an agreement should seek the advice and assistance of local prosecutors; city and county attorneys; other departmental legal advisors; and,

where appropriate, the office of the state attorney general to ensure that the agreement complies with applicable local, state, and federal laws. In the final analysis, each participating jurisdiction's designated legal advocate should review and approve the agreement before that jurisdiction becomes a signatory to the contract.

Terms and Conditions of the Agreement □

A mutual aid plan has two components. One is the memorandum of understanding or similar agreement. The other is a mutual aid implementation or operational plan. The agreement is the formal agreement among participating jurisdictions that establishes the essential terms of resource sharing and related matters. The implementation plan, discussed in greater detail under “Activation of a Mutual Aid Plan” on page 25, provides the implementation protocols that should be followed if the mutual aid agreement needs to be activated.

An aid agreement among law enforcement agencies must cover all essential elements of the plan. It must therefore be detailed and comprehensive. Among the matters that should be included in the agreement are the following:

1. Departmental officials who are authorized to request assistance from other participating law enforcement agencies should be clearly identified.

In the written memorandum or similar instrument of agreement, this authorization *should be stated by title or position rather than by the individual’s name*. In addition, in the mutual aid plan, a list of the individuals authorized to request assistance from other law enforcement agencies, identifying authorized requesters both by title and by name, should be prepared and circulated to all participating law enforcement agencies to minimize the possibility that a participating law enforcement agency will receive and respond to an unauthorized request. *This list should be kept current at all times. An employee from each subscribing agency should be assigned to ensure that the authorized individual in each jurisdiction has an up-to-date version.*

In the case of officials authorized to request assistance and those authorized to respond to such requests, several alternate officials should be designated to ensure that one or more participating law enforcement agencies will be on duty or readily available at all times.

2. The agreement must set forth the circumstances under which assistance may be granted.

The designation of circumstances in which the plan may be activated will vary depending on the region and the needs of the agencies involved, but the conditions of assistance should be defined in as much detail as is feasible. Mutual aid should be reserved for emergency situations only as defined in the agreement. This definition may be as broad or as narrow as the participating jurisdictions desire, but, to accommodate the range of potential needs, the term “emergency” should normally cast a broad net of possibilities. One definition describes “emergency situation” as “an actual or potential condition . . . that poses an immediate threat to life or property.”¹⁸ This definition recognizes, as most others do, that some mutual aid requests can be anticipated. Mass demonstrations sponsored subsequent to issuance of a permit, for example, may indicate that the size and potential risks associated with the gathering require more personnel than are adequate in the subject jurisdiction. A pre-event request for mutual aid under these conditions is not uncommon.

The Commonwealth of Virginia defines the same term as “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.”¹⁹ This generalized approach is somewhat different from that commonly used in the past to address law enforcement problems, such as the sharing of personnel and resources to deal with tactical situations and similar traditional law enforcement problems. In the context of homeland security, the use of regional mutual aid agreements may take on a far larger range of potential problems. These include responses to chemical, nuclear, or biological attacks and management of the scope of potential human and infrastructure-related crises involved in such scenarios. Under these circumstances, the demands on law enforcement resources may be expanded beyond

those that are traditionally accepted. As law enforcement personnel are not equipped or fully trained to deal with the broad scope of problems inherent in such circumstances, the mutual aid agreement should be careful to make the distinction between law enforcement services that can reasonably be expected and those services that should normally be provided by fire, EMS, and other emergency response agencies at the local, state, or federal levels.

3. *The agreement should specify the acceptable methods by which requests for assistance may be transmitted between agencies.*

Specifying procedures will reduce response time and reduce the possibility of response to an unauthorized

... the mutual aid agreement should be careful to make the distinction between law enforcement services that can reasonably be expected and those services that should normally be provided by fire, EMS, and other emergency response agencies at the local, state, or federal levels.

or improper request. Normally, requests may be made by telephone or in writing, subject to confirmation. Law enforcement agencies may wish to spell out, either in the assistance agreement or in the operational plan, the methods of confirmation that should be employed. These include the people who may be contacted for assistance from an adjoining agency and the people or ranks that are authorized to request assistance.

Some jurisdictions—such as those in Illinois—provide that any supervisory officer may request assistance through established channels. Other agreements require the designation of specific people within law enforcement agencies to have the authority to make such requests as received from members of the law enforcement agency. Whatever method is selected, the agreement must define the authorized representatives of participating jurisdictions who may activate the mutual aid agreement. If that authority is limited to select command or executive staff members, the participating agencies must ensure that such people are available on a 24-hour, 365-days-a-year basis.

4. *The agreement should specify the forms of assistance that are to be rendered.*

The forms of assistance will vary from region to region, depending on the needs, desires, and

capabilities of the law enforcement agencies involved. As indicated in item 2 on page 13 of this monograph, agencies must be realistic and specific with respect to the scope of services they can reasonably be expected to provide to requesting agencies. This issue may be addressed in a general manner in the agreement and then detailed in the operational plan. The operational plan should include an inventory of resources (e.g., personnel, equipment, materials, and facilities) within each participating agency that may be available to requesting agencies in cases of emergency.

5. *The agreement should specify the extent and duration of any assistance rendered between jurisdictions.*

Regardless of specific details included in this portion of the agreement, it may be desirable to include a provision that assistance will be rendered only to the extent that it will not impair the responding law enforcement agency's ability to perform its mission in its own jurisdiction. The agreement also should make clear that assistance will be rendered only in accordance with the responding law enforcement agency's own policies and procedures. It is suggested that where assistance is to be rendered by specialized units such as SWAT teams, bomb squads, or canine teams, the extent and duration of involvement of these special units be defined to the degree possible.

6. *It may be necessary to withdraw assistance under some circumstances.*

During an emergency, it may become necessary for the responding law enforcement agency to withdraw part or all of the personnel, equipment, or other support being provided to the requesting agency. The agreement should provide that agency assistance may be withdrawn when circumstances require redeployment of assets to the providing agency's own jurisdiction. The primary responsibility of a law enforcement agency is to the citizens of its own jurisdiction. Under certain unusual circumstances, emergencies may necessitate that support provided to another jurisdiction be withdrawn in whole or in part as a result of unforeseen emergencies that have developed in the lending law enforcement agency's own jurisdiction. Financial responsibility should include coverage of the financial obligations of the respective law enforcement agencies in the event that withdrawal of personnel, equipment, and related resources from the requesting jurisdiction becomes necessary.

In this context, it also is useful to include backfill provisions in a mutual aid agreement to help ensure that vacancies left in a responding agency's home jurisdiction can be covered by adjoining jurisdictions without the need to recall responding personnel and equipment from the incident scene. Having backfill provisions in the agreement can help ease potential concerns over lending mutual aid to another jurisdiction and depleting local emergency response capabilities at home.

7. Command and control issues must be addressed in the mutual aid agreement.

The mutual aid agreement must be clear about who shall be in charge at the scene of any emergency and in other operations related to the emergency. This is both an operational necessity and a legal consideration, in view of the possibility that civil liability may arise from decisions made in this regard.

The Incident Command System requires that the requesting agency shall have command authority. Each responding jurisdiction retains control over its own personnel under the overall command of the incident commander. The incident commander may be the individual supervisor who made the initial request—as is most often the case in dire emergencies—or it may be another individual who has subsequently been assigned or assumed command in preemptive mutual aid requests, such as those involving requests for assistance in anticipation of an unruly demonstration. Responding agencies usually use a senior ranking officer from their agency as the liaison with the incident commander.

Similar concerns may arise with the use of officers from specialized interagency units such as SWAT teams. Normally, the incident commander should determine if and when a tactical team should be used. Once a decision has been reached on deployment, the tactical unit commander should assume authority for the unit's deployment even if the tactical team is from the lending agency. The tactical commander should be the most experienced and trained officer available at the time to address the situation at hand. To overcome potential problems in operational deployment and tactics among tactical units, personnel from such units should train together on a periodic basis. Agreement should be reached on the roles and limitations that will be placed on the resources of lending agencies under a variety of common assistance scenarios.

The mutual aid agreement must be clear about who shall be in charge at the scene of any emergency and in other operations related to the emergency.

Furthermore, so that command and control is not encumbered by significant differences in operational policies among law enforcement agencies, there must be some advance review of overall primary policies between potentially involved agencies. Where serious discrepancies exist in such areas as use of force, all parties should address these differences before they sign any agreement for mutual aid.

8. Financial responsibility for the provision of services must be clearly defined.

It is extremely important that the financial obligations of the various agencies in cases of mutual aid be spelled out in detail. Failure to do so may lead to disputes, ill will, and perhaps even a collapse of the mutual assistance plan.

Some jurisdictions engaged in mutual aid agreements take the position that individual law enforcement agencies are responsible for services provided under the scope of the agreement to include standard and overtime wages, pensions, workers' compensation benefits, liability insurance, and the costs associated with resource utilization. However, other law enforcement agencies or groups of law enforcement agencies entering into a mutual aid agreement choose to reimburse assisting law enforcement agencies for these costs, for indemnification of one law enforcement agency by another for costs incurred in the course of providing mutual aid, and for financial responsibility of the various law enforcement agencies for damage, injury, death, or other loss sustained by an assisting law enforcement agency during the emergency.

Agencies that choose to reimburse for providing services and resources in a mutual aid agreement, as is recommended in the sample mutual aid agreement located in the appendix of this document, must spell out financial responsibilities in great detail. For example, it is usually desirable to provide specifically for indemnification of costs to any responding agency resulting from assistance it provided to a requesting agency and the costs to any requesting agency resulting from the actions of personnel supplied by the

responding agency. The operational plan normally defines the costs associated with the use of all forms of resources so that informed decisions can be made on costs incurred with specific resource requests.

Some jurisdictions require that a request for assistance be incorporated in an “event agreement” or similar document that clarifies the scope of resources requested. An event agreement is a contract between two member agencies in which the assisting agency agrees to provide specified resources to the requesting agency under the terms and conditions specified in the agreement once mutual aid has been requested. Such agreements need not delay the deployment of resources but can follow such deployment after a short period of time when the basic tenets of the agreement and reimbursement schedules for resources have received advance approval.

9. Claims for reimbursement must be established in the agreement.

Claims for reimbursement must be established in the agreement but may be adjusted through the event agreement if both the requesting and assisting agencies agree. Moreover, some interjurisdictional agreements provide for no compensation for expenditures for personnel and related resources, damage, or personal injury. Local jurisdictions should follow state precepts on this issue. But even if reimbursement is not sought, there may be provisions in which reimbursement for personnel overtime may be possible and prudent, such as in extended loan of personnel in a major emergency. In all circumstances, however, regional agreements should allow for gifts or donations. This will allow jurisdictions to bypass automatic reimbursement and provide aid free of charge. It also will provide for the free exchange of equipment and services from any local businesses that may be able to assist in an emergency without requiring requisitions or related formalities.

Normally, day-to-day mutual aid of a short duration should not be charged. In extended mutual aid situations, reimbursement often is desirable. Without means for reimbursement to responding agencies from state or federal governments,²⁰ mutual aid agreements risk creating a disproportionate amount of financial responsibility on individual law enforcement agencies—often those that are the best equipped and trained. Under such circumstances, requesting jurisdictions may be reluctant to expend monies for

resources that can be borrowed in time of emergency from other local jurisdictions.

Those agencies that opt for reimbursement in their mutual aid plans should consider costs associated with the following:

Personnel: During the period of assistance, the assisting agencies must continue to pay their employees according to the prevailing ordinances and regulations governing reimbursement. The requesting agency will reimburse the assisting agency for all direct and indirect payroll costs and expenses to include travel expenses, benefits, and workers’ compensation claims incurred during the period of assistance.

Equipment: The requesting party reimburses the assisting agency for the use of its equipment in accordance with a preestablished local or state hourly rate or in accordance with the actual replacement, operation, or maintenance costs incurred during the period of emergency use. However, each of the jurisdictions is responsible for maintaining its own equipment in safe and operational condition to qualify for reimbursement. The reimbursement for equipment should be reduced by the costs of any fuel, supplies, or repairs furnished by the requesting agency, as well as by the amount of any insurance reimbursement received by the assisting agency.

Materials and supplies: The assisting party also should be reimbursed for all materials and supplies provided during the period of emergency, with the exception of those not included in the categories above. As an alternative, the parties may agree to the replacement of materials and supplies, as well as equipment, if indicated in the written event agreement or similar documentation.

Recordkeeping: It is essential that a record be maintained of all services and resources provided. One or more people should be assigned by the assisting agency or agencies to maintain these records. The event agreement may serve as an appropriate means of documentation, as it may be updated and revised over the period of the emergency. Similar recordkeeping may be used by the receiving agency as a cross-check. The need for accurate recordkeeping not only is essential for reimbursement to assisting jurisdictions, but also is a key component of requirements for reimbursement for the requesting agency from the

federal government and many state governments.²¹ To that end, responsible individual recordkeepers should file a daily status report in as much detail as possible for each participating jurisdiction that reflects the specific assistance being provided, potential requests, active requests not yet filled, and completed actions.

Claims for reimbursement: Claims for reimbursement from providing agencies should be included in an itemized statement as soon as practical following the event, but normally not more than 60 days after emergency status has been lifted.

In the event of civil liability or other losses incurred during implementation of a mutual assistance agreement, the law enforcement agencies involved may wish to conduct investigations into the causes of, and responsibility for, such losses. If deemed appropriate, investigations should be provided for in the mutual aid agreement. Typically, the requesting agency will be responsible for conducting this type of investigation, as the loss also will have occurred in the requesting agency's jurisdiction. However, any responding agency implicated in or affected by the loss also should have the right to investigate should it desire to do so. Therefore, mutually acceptable provisions for all such investigations should be spelled out in the mutual aid agreement to prevent disputes should an investigation become necessary.

10. The agreement should include conditions and procedures for the withdrawal of a participating agency.

At some point a participating agency may need to withdraw from the mutual aid agreement. Therefore, the agreement should include conditions and procedures for such a withdrawal. The sample memorandum of understanding set forth in this document provides that any party to the agreement may withdraw from the agreement on 30 days' written notice to all other participating jurisdictions.

In addition, provision should be made for the total termination of the agreement in the event that all of the participating agencies, or a significant number of them, do not wish to continue the agreement. The agreement should define the conditions for an agency's withdrawal or for termination of the entire agreement, the procedures to be followed in this regard, the allocation of any costs incurred, and the

discharge of any outstanding indebtedness attributable to participation in the agreement.

11. The agreement should identify whether it will be binding on subsequent agency chief executives.

One difficulty frequently encountered with multijurisdictional agreements of any kind occurs when the agreement is entered into by one agency chief or jurisdictional official who is then succeeded by another chief or official who does not feel bound by the actions of his or her predecessor. The mutual aid agreement should state that it is binding on the jurisdictions and all future agency chiefs within those jurisdictions unless and until the agency withdrawal provisions of the agreement have been complied with.

A procedure for termination of or withdrawal from the agreement should be provided for in the agreement. The termination and withdrawal provisions may be tailored to local needs, but normally should include, at a minimum, the following:

- The circumstances under which the agreement may be terminated or under which a jurisdiction may withdraw from the agreement should be stated. This may protect the agreement from arbitrary withdrawal by a jurisdiction at some later date.
- Participants in the agreement should normally be required to give reasonable notice of the intent to withdraw. This gives the participating law enforcement agencies an opportunity to adjust to the changed conditions and reduces the disruption that such a termination or withdrawal may cause.
- A procedure should be specified for withdrawal or termination. For example, how is notice to be given? By whom? To whom? In what manner? How is the withdrawal to be accomplished? Who will assume the responsibilities no longer fulfilled by the withdrawing jurisdiction or law enforcement agency? Providing an orderly procedure in such circumstances will minimize disruption of the unit's functions.
- The agreement should provide for the settlement of all financial obligations attributable to the unit at the time of withdrawal or termination. Provision also must be made for the disposition of any property or other assets possessed or used by the unit at the time of the withdrawal or termination.

This is particularly important where such property or assets were purchased or otherwise acquired by the unit directly, rather than contributed by member jurisdictions or law enforcement agencies.

12. An agency's inability to respond to a request should not form the basis for breach of contract.

The mutual aid agreement should include a provision that participation in the mutual aid plan shall not create any liability or responsibility for failure to respond to a request for assistance. The sample mutual aid agreement in the appendix of this document includes such a clause.

That document also states that no third party shall have any right of action under the agreement. To the extent that this refers to third-party beneficiary contract claims, this clause may be effective. Participating law enforcement agencies should be aware, however, that this provision may or may not be valid in a particular jurisdiction, and it is doubtful whether any third party's tort claim can be precluded in this manner.

13. The agreement should not contain provisions for summoning state or federal aid.

The involvement of state or federal authorities is a highly complex matter, both operationally and legally, and requires a thorough understanding of both the law and the procedures involved. Law enforcement agencies may wish to deal with this issue in a separate document, drafted with the assistance of their legal advisors.

14. The agreement should define the responsibilities of chief executive officers.

Regular meetings of the chiefs, sheriffs, or other chief executive officers of the participating agencies should be held. It is strongly recommended that chief executive officers themselves attend these meetings whenever possible, rather than delegate this duty. An exception might include situations in which a law enforcement agency has a designated emergency management officer or unit.

Each chief executive officer should personally ensure that (1) other participating agencies are fully apprised of the assistance capabilities of his or her department, (2) other departments provide the chief executive officer with similar information, and (3) the

forementioned information is adequately disseminated to those who will be receiving and evaluating the assistance requests. Inadequate information, or a failure to make information available to departmental decisionmakers, handicaps the mutual assistance effort and increases civil liability exposure.

Regular meetings of the chiefs, sheriffs, or other chief executive officers of the participating agencies should be held.

Appropriate chief executives must constantly review mutual assistance agreements that affect operations and policies. Changed conditions in the jurisdictions, increases or decreases in the capabilities of the participating agencies, and developments in applicable law may necessitate changes in internal policies related to mutual aid agreements. In addition to the adverse effect on the mutual aid effort that might result, a failure to modify the agreement to conform to changed laws or conditions may deprive participating law enforcement agencies and/or officials of their legal defense in the event of a civil suit.

15. The agreement should provide for the inclusion of other public and private entities in prevention, preparation, and response to regional emergencies.

Coordination of resources is the essence of mutual aid. Although this document deals primarily with regional law enforcement agreements, the resources available through federal and state public entities, as well as private organizations and businesses, should not be overlooked. In efforts to prevent, prepare for, and respond to the terrorist threats and related emergencies, law enforcement agencies must identify the local, state, and federal resources concerned and establish cooperation with those agencies before an incident occurs.

For example, at a minimum, regional preparation and response will involve cooperation with the following local governmental and private agencies:

- □ Fire department.
- □ Rescue and ambulance services, including both fire or law enforcement units and private ambulance companies.

■□Medical facilities, including laboratories and personnel.

■□Public health department.

■□Hazardous material (HAZMAT) units.

■□Public utility departments.

■□Social services.

■□Transit authorities, port authorities, and similar agencies.

■□Medical examiners and/or coroners.

■□Mortuaries and funeral homes.

■□Local Red Cross offices and other aid organizations.

■□Schools and other facilities capable of housing large numbers of people in an emergency or suitable for establishing a command post.

■□Clergy.

States vary widely in the availability of agencies and services that can render assistance to a municipality in the event of a terrorist incident. Depending on the state, some or all of the following agencies, under various titles, may be available to assist local law enforcement:

■□Civil defense or other emergency management agencies, including state HAZMAT units.

■□National or state guard units and/or local military bases.

■□State law enforcement agencies.

■□Health services.

■□Environmental protection agencies and services.

In addition, a number of federal agencies and subagencies can provide assistance to local authorities in connection with WMD incidents:

■□U.S. Department of Defense.

■□U.S. Department of Energy.

■□U.S. Department of Health and Human Services.

■□U.S. Department of Justice.

■□Army Corps of Engineers.

■□Bureau of Alcohol, Tobacco, Firearms and Explosives.

■□Environmental Protection Agency.

■□Federal Bureau of Investigation.

■□Federal Emergency Management Agency.

■□Nuclear Regulatory Commission.

■□Public Health Service.

Private organizations, such as the American Red Cross and the Salvation Army, and private security companies also have training and response capabilities. But one cannot overlook local businesses, the resources of which may be essential in both preparing for and responding to major emergencies. For example, many major corporations that could be targets of terrorist attacks typically employ their own security functions—many of which are not simply guard operations but rely on up-to-date security planning, monitoring, and prevention strategies. These corporations include pharmaceutical companies, producers of food products and additives, chemical manufacturers, and a wide variety of other private-sector corporations that could pose inviting targets for terrorists. These private-sector firms should be identified, and law enforcement agencies can invite them to work with regional mutual aid enterprises to complete the circle of infrastructure protection and preparedness.

Finally, as part of their resource inventories, law enforcement agencies involved in regional mutual aid agreements should catalog the availability of private companies in their area that may be called on in an emergency to assist with specialized equipment or personnel. The use of heavy equipment owned and operated by private companies and otherwise unavailable to law enforcement and fire companies was, for example, instrumental in the search and

recovery efforts at Ground Zero on September 11 in both New York City and Washington, D.C.

Establishing partnerships in advance of a terrorist attack with another major region will add a dimension

to mutual aid agreements and regional aid enterprises that is far more beneficial than law enforcement mutual aid alone.

Predeployment Considerations

Adherence to the Policies of One's Own Law Enforcement Agency

At all times, law enforcement officers should adhere to the policies and procedures of their own agency. In addition, loaned personnel should use only weapons and tactics that they have been trained to use and that they are qualified to use.

Some problems related to differences in or conflicts between policies and procedures employed by individual jurisdictions may be addressed in advance to the satisfaction of all parties concerned. However, the basic policies and procedures and the training based on them cannot and should not be abandoned because officers are operating in another jurisdiction. To do so would be to compromise officially established protocols and guidelines according to which an agency expects its officers to function and could have serious negative consequences. Officers should take commands from supervisors in their own jurisdiction while responding to overall directives from the requesting agency's incident commander. Individual officers should not use tactics or procedures that violate their own agency policy, procedures, rules, or training.

To ensure that serious differences of operating procedures are not encountered, each participating jurisdiction should familiarize itself with the policies and procedures of the other participating jurisdictions, particularly as they relate to issues of critical importance to mutual aid. Among such policies and procedures are the following:

- Use of force.
- Arrests, generally, and processing mass arrestees, in particular.
- Policing mass demonstrations.
- Riot control.

- Bomb threats and searches.
- Evacuations.
- Hostage and barricade subject incidents.
- Crime scene processing.
- Deployment of less-lethal weapons (e.g., bean-bag and rubber-bullet projectiles, taser, pepper spray).
- Canine teams.

Powers of Officers Rendering Mutual Assistance in a Requesting Jurisdiction

A responding agency's personnel will normally be expected to engage in law enforcement functions in the requesting jurisdiction. Therefore, officers of responding agencies should have the same law enforcement powers as do officers in the requesting jurisdiction. These powers may vary considerably from state to state and locality to locality. This issue must be resolved to avoid possible claims that officers from responding agencies acted without authority during the emergency.

The agreement itself may set forth powers and limitations of responding officers as agreed on by the participating jurisdictions, but no powers can be granted by agreement that are inconsistent with state or local laws. Personnel responding to a call for assistance outside of their appointed jurisdiction must have those law enforcement powers provided for by state law.

Where the extrajurisdictional powers of responding officers are in doubt, are inadequate, or do not exist, any available steps should be taken to provide that power. Deputizing officers of the various participating agencies may be one method of providing the necessary authority, if allowed by state law.

Civil Liability

It must be recognized that participation in mutual assistance pacts expands the potential for civil liability. The agency providing the assistance remains liable under the law for any injuries suffered while its personnel are engaged in operations within the requesting jurisdiction. Similarly, the requesting agency is in many instances liable for the actions of the responding agency personnel under the so-called “borrowed servant” rule. However, the added potential for liability should not dissuade agencies from participating in mutual assistance agreements, as steps can be taken to protect all entities concerned.

Liability insurance covering the participating agencies is essential. All requesting and responding jurisdictions and entities should provide insurance against losses of all types. These insurance policies and/or their endorsements should specifically extend the policy’s coverage to include protection against liability for both the actions of the insured agency’s personnel while assisting other jurisdictions and the actions of the personnel of other agencies assisting the insured law enforcement agency during emergencies. Thus, any insurance policy (and any indemnification or hold-harmless agreement) should cover (1) failure or inability to provide assistance when requested to do so, (2) errors or omissions occurring while such assistance is being rendered, and (3) withdrawal of assistance after it has initially been provided. All of the other agencies participating in the mutual assistance agreement should be named as additional insureds. The insurance policy’s coverage against loss should be all-inclusive, as claims may arise for losses unrelated to the actual incident. Examples of such claims involve situations like the known retention of unfit or incompetent personnel or negligence in training.

Liability insurance covering the participating agencies is essential.

Insurance policies and indemnification agreements should cover both the costs of legal representation and the payment of any judgments rendered. In the case of self-insured jurisdictions, it is important to include in the agreement specific provisions for indemnification of the other participating law enforcement agencies by the self-insured jurisdiction in the event that civil liability is incurred. A hold-harmless clause may be sufficient to meet this need.²²

Equipment Management and Needs Assessment

Participating law enforcement agencies should be fully informed about participating law enforcement agencies’ assistance capabilities. This will enable requesting agencies to determine what assistance is available from a particular member law enforcement agency. Resources include personnel, teams, facilities, equipment, and supplies. The underlying concepts of resource management in this context are as follows:

- It provides a uniform method of identifying, acquiring, allocating, and tracking resources.
- It uses effective mutual aid and donor assistance and is enabled by the standardized classification of kinds and types of resources required to support the mutual aid agreement.
- It uses a credentialing system tied to uniform training and certification standards to ensure that requested personnel resources are successfully integrated into ongoing incident operations.
- Its coordination is the responsibility of individual agencies that share and coordinate resource inventories with partner agencies and/or coordinating emergency operations centers in the mutual aid pact.²³

By these means, resources are categorized by size, capacity, capability, manpower skill and certification levels, and other characteristics in accordance with a mutually agreed-on system of resource definitions. Categorization makes the resource request and dispatch process within law enforcement agencies, between law enforcement agencies, and between governmental and nongovernmental agencies more efficient and ensures that incident commanders receive resources appropriate to their needs. The system should be kept up to date to reflect changes in resource availabilities and their readiness status. DHS is in the process of establishing systems for categorizing resource capabilities to include performance standards, compatibility, and interoperability of such resources.

For most jurisdictions, this process need not be overly complex, although it should, wherever possible, employ standard resource typing.²⁴ The process consists of (1) identifying, categorizing, and recording those resources that are most likely to be requested by other

jurisdictions in the event of reasonably identifiable emergencies and that agencies are prepared to share in case of emergency; (2) identifying needs for requisition; (3) entering those resources into a tracking system maintained by designated personnel in each law enforcement agency; and (4) ensuring that the resource inventory is routinely updated and available to all participating jurisdictions on either a manual or an electronic basis or both. Such information may be coordinated through regional emergency response centers in cases where law enforcement agencies have established such a coordinating body or have joined an already established Emergency Operations Center.

Jurisdictions involved in the mutual aid agreement must perform a needs assessment by reviewing response requirements, inventorying capabilities, and identifying shortfalls. In fact, a needs assessment is one of the requirements for qualifying for federal funding under some federal grant programs.

Personnel Management and Personal Protective Equipment

Effective use of the mutual aid agreement requires that personnel be thoroughly trained in carrying out mutual aid functions and be properly equipped with personal protective equipment (PPE) suitable for the emergency at hand.

In preactivation preparatory undertakings, participating agencies must collectively identify those primary event situations in which mutual aid may be requested and match the personnel needs involved with those available within their agency. For example, a critical issue related to homeland security is response to events involving chemical, biological, and nuclear weapons. Following the September 11 attacks, incidents of anthrax contamination were reported throughout the nation. First responders, whether law enforcement, fire, or EMS personnel, need to be prepared to deal with such substances.

For example, first responding officers should attempt to aid people who are in need of medical attention to the extent that it does not unnecessarily risk their own safety and their subsequent ability to administer further assistance. In a situation involving biological contamination or a chemical attack, it is necessary for first responders to delay entry into the threat area until proper equipment (i.e., biological- and chemical-rated

gas masks, waterproof clothing, raincoats, boots, protective goggles, and rubber gloves) or properly qualified personnel have arrived on the scene.²⁵ Although it may be difficult psychologically for officers to delay assistance to victims, a first responder who is incapacitated by the biological threat cannot be of assistance to others. This also is critical should the law enforcement agency have to deal with a larger threat that may follow during the course of the emergency. In most instances, the responding officers should render emergency first aid to people who have been injured in the incident where it may be necessary to move injured victims to safety. Movement of injured people should be performed only in accordance with proper emergency procedures to avoid further injury in the process. If people in the threat area are contaminated with a biological agent, EMS personnel should be notified that these individuals need urgent medical attention.

On the basis of the above scenario and response requirements, agencies need to ensure that their personnel are properly outfitted with PPE and have received response training essential for lending needed assistance if requested. Without such training and equipment, agencies should not lend officers to other jurisdictions as qualified responders to such incidents.

A study from the RAND Corporation and the National Institute for Occupational Safety and Health²⁶ proposes making the health and safety of emergency responders—including law enforcement, firefighters, and ambulance crews—a key priority in coordinating the overall response to terrorist attacks and major disasters. The study found a need for better planning, training, coordination, and management procedures to protect these responders. The recommendations include the following:

- Incorporating safety and health issues more realistically into joint disaster exercises and training.
- Preparing, in advance, the types of expertise and other assets needed to protect responder safety.
- Developing common standards and guidelines for responder training, hazard assessment, responder credentialing, and protective equipment.

The report emphasizes the need for integrated leadership from the state, local, and federal levels to make the necessary changes and implement standards.²⁷

Training

The same principles outlined above hold true with respect to training needs of personnel to address critical incidents, whether they involve biological or chemical threats, or more traditional law enforcement needs such as the deployment of special tactical units, riot control officers, hostage negotiators, crime scene processors, or other personnel. This process, generally referred to as credentialing, helps to ensure that personnel representing various jurisdictions and functional disciplines possess a minimum common level of training, currency, experience, physical and medical fitness, and capability for incident management or emergency responder positions they are tasked to fill.

From a more general standpoint, training is vital for the success of mutual aid programs. NIMS states:

*Incident management organizations and personnel at all levels of government and within the private sector and nongovernmental organizations must be appropriately trained to improve all-hazards incident management capability nationwide. Incident management organizations and personnel also must participate in realistic exercises—including multidisciplinary and multijurisdictional events and private-sector and nongovernmental organization interaction—to improve integration and interoperability. Training involving standard courses on incident command and management, incident management structure, operational coordination processes and systems—together with courses focused on discipline- and agency-specific subject matter expertise—helps ensure that personnel at all jurisdictional levels and across disciplines can function effectively together during an incident.*²⁸

Such training is essential to ensure the readiness of the law enforcement agency and all personnel to request mutual assistance and to respond to such requests from other law enforcement agencies. It also is important because not training personnel properly is a major source of civil liability. Therefore, an inadequate training program will substantially

increase the law enforcement agency's exposure to civil liability for activities under the mutual assistance agreement. The fact that agency personnel are acting in accordance with the mutual assistance agreement under the direction of another agency will not protect the law enforcement agency from liability for failure to train its personnel properly. It is preferable that such training include actual exercises held jointly by two or more participating law enforcement agencies, employing practical problems and simulations of an actual emergency.

Inadequately trained personnel cannot respond properly or safely to a terrorist attack or other type of major emergency. Training a few supervisors or even special squads or tactical teams will not be sufficient because the personnel most likely to be the first responders will be the law enforcement agency's patrol officers.

Fortunately, training courses designed to prepare local law enforcement personnel to deal with WMD, other types of attacks, and emergencies are now available through FEMA and numerous other federal and private agencies. However, usually it is not possible to send every member of a law enforcement agency to such courses. Consequently, local law enforcement agencies should develop their own training goals and capabilities in the mutual aid agreement so that each member of the law enforcement agency will be able to respond properly if confronted with a terrorist or other emergency incident. Those individuals who receive training from outside agencies can return with the requisite knowledge to develop their agency's own internal training program. In addition, numerous online courses are available through FEMA that can substantially assist local agencies in gaining necessary training.

A mutual aid agreement should be accompanied by a detailed exercise plan that improves response through the use of after-action reports and lessons learned. Mutual aid steering committees should ensure that their mutual aid handbooks include provisions for regular joint exercises between disciplines and jurisdictions. Included in these scenarios should be public information officers, elected officials, dispatchers, and the array of personnel who play key roles in emergencies. The importance of establishing personal relationships during these exercises cannot be overlooked because they can foster communication outside of basic working relationships.²⁹

Activation of a Mutual Aid Plan □

Each participating law enforcement agency in the mutual aid plan should prepare an emergency mutual aid implementation plan and accompanying agency policy containing information and procedures on the following.

Notification and Request for Assistance

Normally, a request for assistance begins at the line level when a supervisor becomes aware of a situation that may require assistance from a participating law enforcement agency. All such communications must receive approval of the chief law enforcement officer of the agency or a designated officer who has been delegated authority to make such decisions in the absence or on behalf of the chief executive officer. All initial requests should be sent through the law enforcement agency's communications center and routed to the authorized officer in a timely manner.

To support a requesting agency's timely decision, the supervisor who makes the initial request must provide sufficient information, including the location and type of the emergency, the current and potential threat to life and property, the urgency of the request and when the assistance is needed, an initial assessment of personnel and related resources deemed necessary to bring the situation under control, and a proposed staging area at which such resources could be assembled and assigned. Before activating a mutual aid agreement, local agencies are required to use all resources available to them without unreasonably jeopardizing ongoing operations and/or drawing down personnel and related resources to a point where an unreasonable risk to life and/or property within their jurisdictions is created. If the request is subsequently authorized, the requesting agency's communications center should contact the designated emergency response authority in the proposed assisting agency by telephone, radio, fax, or other means deemed the most efficient and effective.³⁰

Once the need for assistance has been verified and the specific resource requirements identified, these should be communicated to the proposed assisting agency's authorized representative. A decision on which law enforcement agency to contact for assistance depends on a number of factors, including the proximity of the agency to the emergency site, the ability of the proposed responding agency to respond in an appropriate period of time, and whether the resources available in a specific law enforcement agency meet those required by the requesting agency to adequately confront the emergency in question. An initial determination of available resources can be made by comparing the nature and severity of the threat and resources required with the inventory of known resources of participating jurisdictions.

Each participating law enforcement agency in the mutual aid plan should prepare an emergency mutual aid implementation plan. . . .

After a request is filed, a decision to provide assistance must be made by the law enforcement agency contacted for assistance. Agencies that participate in the plan are not legally obligated to provide assistance if doing so would unreasonably diminish the safety and welfare of their community. For example, agencies that are engaged in a similar crisis or an emergency that has spilled over from the requesting agency's jurisdiction may not be in a position to commit resources to the requesting agency without undue risk in their jurisdictions. Or the assisting agency may find that it can honor only a portion of the requests that are made in the emergency request for assistance. In either event, there is no liability or other penalty involved to law enforcement agencies that cannot fully or partially honor a law enforcement agency's request under mutual aid. By the same token, should events in the responding agency's jurisdiction necessitate the withdrawal of resources once they have been deployed to another law enforcement agency, it may be done without liability or recourse for action from the requesting agency.

Once a decision has been made on deployment, personnel or units should be dispatched through the emergency communications center. Dispatchers should prohibit on- or off-duty units who are listening in from self-dispatching to the incident scene. This can be a common practice in emergency situations, but it is unacceptable. Self-dispatch can create chaos at an incident scene.³¹

Developing an Event Agreement

After approval to provide assistance to an agency has been gained and required resources have been identified, the respective law enforcement agencies may establish an event agreement. An event agreement simply identifies the precise resources that are requested, resources that will be provided to the requesting agency, and the terms of compensation for those resources if compensation is provided for in the mutual aid agreement. Some agencies use an assistance request form and an assistance confirmation form to accomplish the same objectives.³² An event agreement is valuable for several reasons:

- It provides participating law enforcement agencies with a firm understanding of what is needed and a record of what will be provided by assisting agencies.
- It establishes the costs (if any) associated with the delivery of resources and services so that there are no misunderstandings about potential costs, thus avoiding some disagreements at later dates surrounding costs incurred.
- It assists in development of a paper trail of costs incurred by assisting and requesting agencies, which is required for reimbursement requests to state or federal emergency management agencies.
- It assists in documenting actions taken during the emergency. The event form not only consummates an agreement on needs and associated costs, but also identifies staging areas and estimated times of arrival and departure.

An event agreement is a living document that is modified as resource requests are made and as requests are modified and resources drawn down to meet evolving escalations or de-escalations in the

emergency. Administrators need not delay requests for assistance or acceptance of aid because an event agreement can be easily produced using established forms and protocols and required approvals can be granted. However, the ability to accomplish this efficiently and effectively is greatly enhanced by the establishment of resource inventories by each law enforcement agency, as previously discussed, and the designation of costs associated with resource utilization.³³

Mobilizing of Personnel and Resources

The incident commander is responsible for making initial and ongoing assessments of the personnel and resource requirements necessary to adequately address and control the emergency. Incident personnel begin mobilizing when notified through established channels in their parent jurisdiction and pull out, if needed, through established recall procedures. At the time of notification, they are given the date, time, and place of departure; mode of transportation to take to the incident; estimated date and time of arrival; reporting location (address, contact name, and phone number); anticipated incident assignment; anticipated duration of deployment; and resource order number, incident number, and applicable cost and funding codes (if applicable). Personnel are provided with the types of PPE appropriate for their assignment and training and given a preliminary briefing.

The incident commander is responsible for making initial and ongoing assessments of the personnel and resource requirements necessary to adequately address and control the emergency.

Staging of Personnel and Resources

The staging area identified in the event agreement or other instrument is essential to the effective mobilization and briefing of personnel and the assignment of resources. More than one staging area may be required for specific types of resources, based on the type and breadth of an emergency. Typically, however, all such resources should be organized at a central location, generally in proximity to or in easy communication with the command post.

All assisting agency personnel must formally check in when they arrive on the scene. This starts the on-scene in-processing and validates the order requirements. These personnel will thereafter receive instructions and assignments from the incident commander of the requesting agency.

There are two deployment options for taking control of the resources converging into the area of an incident: deploy them directly to assignments or route them through staging areas before assignments.

Direct deployment is done either by personal instruction at a location away from a staging area or via the dispatcher. In most cases, direct deployment immediately applies resources to an incident's perimeter—securing the scene, routing traffic, and the like. The advantage of this method is that the assignments can be given out faster. This method appears to help to quickly take control of the perimeter, but it has some serious disadvantages at the scene. For example:

- Information concerning the threat to personnel may be nonexistent, limited, or even flawed.
- The person assigning personnel may lose track of who or what teams are assigned to various locations.
- Personnel taking positions may not have proper equipment, and valuable airtime is consumed if deployment is performed via a central communications system.

In **deployment via staging**, incident personnel and equipment are assigned/collected on an immediately available status. Personnel and equipment are held at the staging area until called for or until their portion of a mission requires departure. Deployment via staging occurs when all personnel, unless otherwise directed, are instructed to report to the staging area, where they are briefed and their equipment needs addressed. They are then sent to their assignments. The advantages of deployment via staging should be better informed, more effective personnel who face a reduced threat because they understand the nature, location, and description of the threat. This method has one major disadvantage: it takes more time.³⁴

Incident Command/Unified Command System

The Incident Command/Unified Command System³⁵ is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure that is designed to be adjustable to meet most domestic incident management activities. It is usually organized around five major functional areas: command, operations, planning, logistics, and finance and administration. Intelligence is an additional functional area that can be employed according to requirements of the emergency. Typically, the incident commander is the senior officer or tactical specialist of the requesting agency, but as the incident evolves, the incident commander may change hands several times. The initial officer on the scene who reports circumstances, events, and activities that constitute the initial phases of the emergency may serve for some time as the incident commander until relieved by a higher ranking or more experienced officer. The first supervisory officer who arrived at the scene of the Pentagon attack on September 11 was a sergeant who assumed the position of incident commander, developing initial plans and directing responses. Officers in similar situations normally turn this responsibility over to other more experienced and sometimes higher ranking personnel. However, an officer should not automatically relinquish this authority to a senior officer solely on the basis of rank unless commanded to do so. In some cases, an officer who is tactically trained or who has extensive experience in a specific field of enforcement may continue to serve in this capacity.

In some instances, these incident command responsibilities may be transferred to another authority as an incident progresses. For example, a mass demonstration may result in a significant manmade fire, the control of which might take precedence over the need for crowd control, protection of property, or similar enforcement actions. At this juncture, a command officer in the fire department may assume responsibility as incident commander.

The following is a list of command staff and general staff responsibilities that the incident commander of any emergency response should perform or assign to appropriate members of the command and general staff:

■□Direct the response.

■□Coordinate effective communication.

■□Coordinate resources.

■□Establish incident priorities.

■□Develop mutually agreed-on incident objectives and approve response strategies.

■□Assign objectives to the response structure.

■□Review and approve incident action plans.

■□Ensure integration of response organizations into the incident command system.

■□Establish protocols.

■□Ensure worker and public health and safety.

■□Inform the media.

A complete treatment of the Incident Command System is not within the scope or intent of this document, but the system is a significant element in the response to any emergency, whether it is related to terrorist acts, natural disasters, or manmade situations. Law enforcement agencies that are preparing to implement a mutual aid agreement in response to emergency situations should use the Incident Command System and the response protocols outlined in NIMS.³⁶ Effective October 2004, jurisdictions that did not adopt the Incident Command System are not eligible for certain federal funding.

Promising Practices in Mutual Aid³⁷

As the need for interjurisdictional approaches to emergency preparedness has grown, so has the involvement of public, private, and civic organizations.

Public, private, and civic regional organizations in almost every area are engaged in a wide range of emergency preparedness activities. Some are planning coordinated responses to natural disasters and terrorist threats, from coordinating mutual aid agreements to developing regional strategies and plans. Some are carrying out emergency preparedness activities that benefit from regional cooperation, including conducting joint training programs and mock disaster drills for first providers, developing maps and gathering information for disaster responses, designing interjurisdictional communications systems and public education programs, and preparing regional stockpiles of equipment and supplies.

This section provides information on a range of the most promising practices. The examples include practices from regions that have addressed preparations for terrorism threats as well as natural disasters. First, it provides examples of the origins of emergency preparedness activities being implemented by regional organizations. Then it provides examples of organizations that now provide a range of activities and are becoming models for regional approaches to emergency preparedness.

Sometimes emergency preparedness activities have emerged from the monthly meetings of regional caucuses of police chiefs, fire chiefs, mayors/county commissioners, city/county managers, and other groups staffed by regional councils of governments and other interjurisdictional organizations.

■ **The Regional EMS Advisory Council in the Raleigh/Durham/High Point, North Carolina, region** has developed a strategic plan and work program with a growing focus on disaster response and mutual aid, public education/public support, technician skills, retention and recruitment, and changes in the Medicare law. It is composed of

representatives of EMS and rescue departments, hospital personnel, local governments, and consumers, and it is staffed by the Triangle J Council of Governments. The Triangle J Council of Governments has also established a critical incident stress-management team to help first responders deal with reactions to traumatic events (www.tjcog.dst.nc.us).

■ **The Capital Region Public Safety Council in the Hartford, Connecticut, region** comprises members from the 29 municipalities and 10 towns participating in the Capital Region Council of Governments. Its programs include the CAPTAIN Mobile Data Communications System, which provides laptop computers to the police departments to link them to local, state, and national criminal information files. (Its Capital Region Emergency Planning Committee prepared a comprehensive Greater Hartford Disaster Management Plan in May 2002.) Its Public Safety Answering Point group is conducting a dispatching consolidation study.

Regional communications systems are critical for coordinating the activities of first providers and others during disasters.

■ **The Metro Mayor's Caucus in the Denver region** is exploring the regional implications of emergency preparedness. It is focusing on developing a regional resource inventory, providing regional training on the Incident Command System, consolidating emergency management and preparedness initiative efforts, and creating a regionwide training and exercise program.

Sometimes emergency preparedness activities have grown out of long-established programs for jointly testing first-provider job applicants and providing regionwide 911 services and distributing radio frequencies to first providers. Regional

communications systems are critical for coordinating the activities of first providers and others during disasters. They are also becoming more critical for facilitating joint decisionmaking between first responders and other public, private, and civic decisionmakers and communicating consistent messages to public, private, and civic interests regionwide.

■ **The Fire Fighter Interregional Recruitment and Employment program in the Denver region** is a cooperative testing program that allows an applicant to make a single application and take a single entry-level exam to be eligible for hiring by 17 metro fire districts. A parallel program, the Centralized Organization for Police Protection program, offers the same cooperative service for entry-level law enforcement officer applicants in 25 cities. Both programs are staffed by the Denver Regional Council of Governments (www.drcog.org).

■ **The Regional Police Academy in the Dallas-Ft. Worth region** presents training programs of current and future interest to the law enforcement profession. It is staffed by the North Central Texas Council of Governments. Similarly, Texas A&M University and the Alamo Area Council of Governments coordinate training for first providers and local officials regionwide (www.aacog.dst.tx.us).

■ **Central Oklahoma 911, a regionwide 911 system in the Oklahoma City region**, came online in 1989 following a citizen vote to finance the program. It includes a 911 ACOG Call-Taker Institute that uses local call takers to train others in basic telecommunications and publishes the *911 Dispatch*, a quarterly publication for first providers. It is administered by the Association of Central Oklahoma Governments (www.acogok.org).

■ **The Houston-Galveston Area Council 911 System, a regionwide 911 system**, was upgraded to Enhanced 911 in 1999. Its ongoing activities include providing basic and specialized call-taker training classes, maintenance of a selective routing database, collection of 911 service fees and payment of telephone bills, and distribution of public education materials. It is administered by the Houston-Galveston Area Council (www.hgac.cog.tx.us).

■ **The Public Safety Radio Communications system in the Dallas-Ft. Worth region** develops and implements a plan for the effective distribution and use of radio frequencies for both mobile and base-station communications. It covers 42 counties in 4 planning regions and is administered by the North Central Texas Council of Governments (www.nctcog.dst.tx.us).

Promising Practices in Pennsylvania

In 1998, 12 Pennsylvania counties and the City of Pittsburgh became the first group in the state to try a regional approach to terrorism preparedness. Today, their mutual aid and regional coordination system has been recognized by the Federal Bureau of Investigation (FBI) and the National Association of Counties as a model approach for intergovernmental cooperation in terrorism and all-hazards preparedness.

While attending a Pennsylvania emergency management conference in 1998, a number of county emergency managers began to discuss threats of terrorism and the resources needed to respond effectively should a weapons of mass destruction (WMD) incident occur in their region. In searching for a way to pool their resources, they created the Pennsylvania Region 13 Working Group.

Since it formalized the mutual aid and intergovernmental agreements, the Region 13 Working Group has established an Incident Command System for response operations; created a Metropolitan Medical Response System; and developed plans and procedures for surveillance and notifications, mass immunization, and fatality management. It has organized major training exercises such as Mall Strike 2001, a simulated nerve agent and radiological incident; a simulated gas attack exercise in the Pittsburgh subway system; and a full-scale exercise testing the ability of 27 hospitals in 3 of the 13 counties to decontaminate victims of a chemical attack.

(continued on next page)

When United Airlines Flight 93 crashed in rural Somerset County on September 11, 2001, the chair of the working group was immediately in touch with other members of the group and emergency teams were swiftly deployed to the site. The group's 4 years of working together and preparing for terrorist events allowed it to develop and train teams that could work efficiently together during an event of this magnitude.

Meanwhile, work is going forward on the 800 MHz project, an interoperable communications system for emergency response agencies in Region 13 and the rest of Western Pennsylvania. Allegheny County has approved the floating of a bond issue for \$25 million to build the system infrastructure, and other counties in Region 13 are already using 800 MHz with great success. Other projects include a specialized equipment resource pool specific to WMD responses and specialized WMD training for emergency services personnel and support agencies.

Members of the group include 13 county emergency managers (the 13th county joined the group in 1999), the City of Pittsburgh, the Pittsburgh office of the FBI, and the Pennsylvania Emergency Management Agency. The Allegheny County emergency manager serves as chair of the working group, which meets every month at the Allegheny County Emergency Operations Center. Committees focus on communications, training, law enforcement, fire and hazardous materials, and medical issues. Various emergency services personnel regularly participate in the meetings, including police, fire, emergency management services, bomb units, public works, and health and hazardous materials units.

Source: "National Mutual Aid and Resource Management Initiative," *Preparedness*, FEMA, available at www.fema.gov/preparedness/mutual_aid.shtm. Accessed August 20, 2004.

Sometimes emergency preparedness activities have grown out of the data-gathering and mapping programs of regional councils of government and other regional organizations. Almost every region has a database/information center providing critical information and maps for emergency preparedness activities. Maintaining accurate data on the response resources; supporting facilities, infrastructure (transportation, water and sewer, telephone, radio, television, shortwave communications, and media), at-risk populations (elderly, infirm, disabled, children, etc.), and hazardous materials (chemical plants, gas stations, munitions/explosives, etc.); and making the data readily available during disasters are critical. Having these data available in electronic formats is critical to planning evacuation routes or designing strategies for accessing supplies and equipment as part of emergency preparedness plans.

■ **The Metropolitan Service District in the Portland region** provides an example of the benefits of a sophisticated geographic information system for disaster planning and response. The Metro Area Disaster Geographic Information System (MAD GIS) offers software that contains hazard and risk data that allow even nontechnical users to create maps for natural hazards mitigation, response, recovery, and preparedness planning. As a result, MAD GIS has been used to identify earthquake hazards in land-use planning and building-permit administration and to designate emergency routes to be used in major disasters. MAD GIS is a program of the METRO Council (www.metro-region.org).

Finally, some of these emergency preparedness activities are emerging from private regional organizations.

■ **The East West Corporate Corridor Association (EWCCA)**, a business association in the DuPage County part of the Chicago region, has focused on developing emergency preparedness manuals for businesses. Seven years ago, EWCCA prepared an Integrated Disaster Plan and Recovery manual in collaboration with the major research laboratories in the county, such as Argonne National Labs. The manual was distributed to all research laboratories and businesses and used to develop customized safety manuals. Now, EWCCA is working with public agencies, including the Northeastern Illinois Planning Commission, to update the manual to

apply to terrorism threats. The EWCCA has established task forces to address warehousing/logistics, communications, health and welfare, finance, insurance, and mutual aid. As part of the preparation process, the EWCCA conducted a mock disaster drill in February 2004 (www.ewcca.org).

Some regional organizations have begun to put all these activities together and provide the planning and coordination support needed to develop regional emergency preparedness compacts.³⁸

■□**The National Capital Region Metropolitan Washington Council of Governments (Washington, D.C.): Developing a New Model for Regional Emergency Preparedness Cooperation** (www.mwcog.org)

■□**The Columbus Region: Developing a New Model for Regional Emergency Preparedness Cooperation** (www.morpc.org)

These new models focus on developing regional compacts that support the activities of first providers; give terrorist threats priority attention; engage the public, private, and civic sectors; and ensure effective communication and decisionmaking processes in disasters. Both started with summits and are being guided by task forces of public, private, and civic representatives.

■□**The Kansas City Region: An Interstate Region With a History of Interstate Regional Emergency Preparedness Cooperation**

The Mid-America Regional Council in the Kansas City interstate region has been building a base of regional approaches to emergency

preparedness for more than half a century □ (www.marc.org). □

■□**The Hampton Roads Region: Using the Federal Metropolitan Medical Response System Program for Regional Emergency Preparedness Cooperation**

Similar regional approaches to developing □ Metropolitan Medical Response System plans □ have been developed in the Pittsburgh, □ Minneapolis/St. Paul, Denver/Aurora, □ Phoenix/Mesa/Glendale, and Los Angeles □ regions (www.hrpdc.org). □

■□**The Coastal Georgia Region: Using the Federal Project Impact Program for Regional Emergency Preparedness Cooperation**

The regional councils of governments in the Hampton Roads and Coastal Georgia regions successfully used federal programs to initiate regional approaches to emergency preparedness in urban and rural regions, respectively (www.coastalgeorgiadc.org).

■□**Regions in the State of Florida: State-Supported Regional Emergency Preparedness Cooperation**

■□**Regions in the State of Vermont: State-Supported Regional Emergency Preparedness Cooperation**

The states of Florida and Vermont foster regional approaches to emergency preparedness through all their regional planning commissions. Other states, such as New Hampshire and Texas, also support regional approaches to emergency preparedness.

Appendix: 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 e-mail. 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, 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 on the basis of 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, nonowned, 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 and every 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 _____

Endnotes

¹ See, for example, the actions of the Montgomery County, Maryland, Sniper Task Force, awarded the International Association of Chiefs of Police (IACP) ChoicePoint Award for Excellence in Criminal Investigation for 2003. Also, see *Three Weeks in October: The Manhunt for the Serial Sniper*, the biography and recounting of the Washington, D.C. sniper investigation by Charles Moose and Charles Fleming, Dutton Books, 2004.

² Sydney J. Freedberg, Jr., “No Disaster This Compact Can’t Handle,” *National Journal*, April 6, 2002, p. 1002.

³ “Mutual Aid Agreements: Support for First Responders Outside Major Metropolitan Areas,” press release, The White House, March 27, 2002.

⁴ For a complete treatment of the local and regional intelligence function, see the Bureau of Justice Assistance (BJA) monograph, *Intelligence-Led Policing: The New Intelligence Architecture*, available at www.ojp.usdoj.gov/BJA/pubs/index.html.

⁵ Readers are encouraged to refer to the BJA monograph, *Assessing and Managing the Terrorism Threat*, available at www.ojp.usdoj.gov/BJA/pubs/index.html.

⁶ This text is quoted from Amy Hughes, Senior Policy Analyst, National Emergency Management Association, untitled, *State Government News Magazine*, March 2004.

⁷ Remarks of then-DHS Director Tom Ridge to the U.S. Conference of Mayors, press release, U.S. Department of Homeland Security, January 23, 2002, Washington, D.C.

⁸ FEMA, “National Mutual Aid and Resource Management Initiative.” Accessed at www.fema.gov/preparedness/mutual_aid.shtm on August 22, 2004.

⁹ National Emergency Management Association, *Model Intrastate Mutual Aid Legislation* (Lexington, KY: Author). For a complete copy of the model plan, see www.emacweb.org?76. Accessed August 22, 2004.

¹⁰ International Association of Chiefs of Police National Law Enforcement Policy Center, *Memorandum of Understanding: Interagency Agreement*, July 2001 (Alexandria, VA: Author).

¹¹ *Ariz. Rev. Stat.* 11-952(A) (2001). Arizona has been singled out as one of the leaders in regionally focused security planning. Governor Janet Napolitano released a comprehensive security agenda in April 2003 that included a call for the establishment of formal protocols to support multiagency coordination to address critical incidents. As a result, Arizona developed a statewide mutual aid agreement for firefighters. See Senator Tom Carper, “Mutual Aid,” *Blueprint Magazine*, March 23, 2004. Available at www.ndol.org/ndol_ci.cfm?kaid=137&subid=900014&contentid=252473. Accessed August 15, 2004.

¹² See, for example, Virginia Statewide Mutual Aid Committee, available at www.vaemergency.com/library/mutualaid/committeemembers.htm.

¹³ See the BJA monograph, *Assessing and Managing the Terrorism Threat*, available at www.ojp.usdoj.gov/BJA/pubs/index.html.

¹⁴ See, for example, the Catalog of Federal Domestic Assistance, which provides access to a database of all federal programs available to state and local governments (including the District of Columbia); federally recognized Indian tribal governments; territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals, at <http://12.46.245.173/cfda/cfda.html>.

¹⁵ The Incident Command System (ICS) is a “standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.” See www.dhs.gov/interweb/assetlibrary/NRPbaseplan.pdf for more information on the National Response Plan and ICS.

¹⁶ For examples, refer to “Promising Practices in Mutual Aid” on page 29 of this document.

¹⁷ Comments made during a hearing of the House Government Reform Committee by National Academy of Public Administration President C. Morgan Kinghorn, August 2004. Reported by Diane Frank, “Collaboration Makes Good Neighbors: Economics, Homeland Security Compel States, Cities and Counties to Work Together,” *Federal Computer Week*, April 26, 2004. Available at www.fcw.com/fcw/articles/2004/0426/feat-collab-04-26-04. Accessed August 25, 2004.

¹⁸ IACP National Law Enforcement Policy Center, *Model Policy: Memorandum of Understanding* (Alexandria, VA: Author, July 2001).

¹⁹ See the Commonwealth of Virginia Statewide Mutual Aid for Emergency Management’s Model Authorizing Resolution and *Statewide Mutual Aid Guidebook*, available at www.vdem.state.va.us/library/mutualaid/StateMAid.cfm. Accessed August 18, 2004.

²⁰ Although reimbursement cannot be conditioned on the declaration of federal disaster, it can be conditioned on the declaration of a local or state disaster—an approach that enables reimbursement for large-scale incidents. FEMA will reimburse mutual aid agreement costs provided that all of the following conditions are met: (1) The assistance requested by the applicant is directly related to the disaster. (2) The mutual aid agreement is in written form and signed by authorized officials of involved parties. (3) The mutual aid agreement applies uniformly in emergency situations. The agreement must not be contingent on declaration of a major disaster or emergency by the federal government or on receiving federal funds. (4) The providing entity does not request or receive grant funds directly. Only the eligible applicant receiving the aid may request grant assistance. (5) The request for services, as well as services received and

costs incurred, are documented and furnished to FEMA on request. (6) The mutual aid agreement is between governments or agencies in separate areas. FEMA will not recognize mutual aid agreements between agencies, departments, or entities of the same town, county, or state government.

²¹ Participating jurisdictions should be familiar with the requirements for reimbursement from FEMA specified in 44 CFR 206.228. See also “Mutual Aid Agreements for Public Assistance: Response Recovery Policy Number 9523.6,” available at www.fema.gov/rrt/pa/9523_6.shtm.

²² See, for example, Oregon’s mutual aid agreement, available at www.sfm.state.or. Accessed August 15, 2004.

²³ National Incident Management System, U.S. Department of Homeland Security, Washington, D.C., March 1, 2004.

²⁴ See, for example, FEMA’s National Mutual Aid and Resource Management Initiative, available at www.fema.gov/doc/preparedness/glossaryterms.doc. For more information on overall resource management, see FEMA’s Introduction to State and Local EOP Planning Guidance, available at www.fema.gov/preparedness/introstate.shtm#inventory.

²⁵ As a result of responses to major emergencies, equipment often is conjoined, misplaced, lost, or otherwise moved and not returned to its original owner or location. All equipment should be clearly marked by jurisdiction, organization, and/or unit identity to avoid unnecessary confusion over ownership and rapid return of equipment. See “After Action Report of the September 11 Attack on the Pentagon,” available at www.co.arlington.va.us/fire/edu/about/docs/aar.htm.

²⁶ The study, “Protecting Emergency Responders: Safety Management in Disaster and Terrorism Response,” is available online at www.rand.org/pubs/monographs/2004/RAND_MG176.pdf.

²⁷ See Jennifer Peyrot, National Governors Association Center for Best Practices, Homeland Security and Technology Division, “Study Recommends More Protection for Responders,” June 24, 2004. Available at www.nga.org/center/frontAndCenter/1,1188,C_FRONT_CENTER^D_6985,00.html.

²⁸ National Incident Management System, U.S. Department of Homeland Security, March 1, 2004, p. 37.

²⁹ See, for example, articles on mutual aid training at www.9-1-1magazine.com/magazine/1997/0397/features/smith.html.

³⁰ The important role played by communications personnel must be recognized, and appropriate training of such people must be ensured.

³¹ See, for example, the after-action report on the September attack on the Pentagon, available at www.nvfc.org/pdf/rolevolffiresvc911.pdf.

³² See the Michigan Emergency Management Assistance Compact, available at www.michigan.gov/msp/0,1607,7-123-1593_3507-9460--,00.html. Accessed August 23, 2004.

³³ For an example of an event agreement, see the “Commonwealth of Virginia Statewide Mutual Aid for Emergency Management Guidebook, Statewide Mutual Aid Event Agreement: Part I Request for Assistance and Part II Assistance to Be Provided,” available at www.vdem.state.va.us/library/mutualaid/guidebook.pdf.

³⁴ *Project Response: The Oklahoma City Tragedy* (Alexandria, VA: IACP), 1995, p. 6.

³⁵ NIMS and the Report of the 9-11 Commission recommend that all emergency response agencies nationwide adopt the Incident Command/Unified Command System.

³⁶ The Incident Command System and Unified Command System are available in online training modules, together with copies of NIMS, through <http://training.fema.gov>.

³⁷ This chapter was prepared by William R. Dodge with the assistance of Doug Henton and Chi Nguyen, members of the Alliance for Regional Stewardship, National Academy of Public Administration and the National Association of Regional Councils, March 2002, as “Regional Emergency Preparedness Compacts: Safeguarding the Nation’s Communities.” Reprinted with permission.

³⁸ Each of these is described in more detail in the monograph *Regional Emergency Preparedness Compacts: Safeguarding the Nation’s Future*, at www.regionalstewardship.org.

Bureau of Justice Assistance Information

BJA's mission is to provide leadership and services in grant administration and criminal justice policy to support local, state, and tribal justice strategies to achieve safer communities. For more indepth information about BJA, its programs, and its funding opportunities, contact:

Bureau of Justice Assistance

810 Seventh Street NW.
Washington, DC 20531
202-616-6500
Fax: 202-305-1367
www.ojp.usdoj.gov/BJA
E-mail: AskBJA@usdoj.gov

The BJA Clearinghouse, a component of the National Criminal Justice Reference Service, shares BJA program information with federal, state, local, and tribal agencies and community groups across the country. Information specialists provide reference and referral services, publication distribution, participation and support for conferences, and other networking and outreach activities. The clearinghouse can be contacted at:

Bureau of Justice Assistance Clearinghouse

P.O. Box 6000
Rockville, MD 20849-6000
1-800-851-3420
Fax: 301-519-5212
www.ncjrs.gov
Send questions or comments to <http://www.ncjrs.gov/App/ContactUs.aspx>.

Clearinghouse staff are available Monday through Friday, 10 a.m. to 6 p.m. eastern time. Ask to be placed on the BJA mailing list.

To subscribe to the electronic newsletter *JUSTINFO* and become a registered NCJRS user, visit <http://ncjrs.gov/subreg.html>.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, DC 20531

Official Business

Penalty for Private Use \$300



PRESORTED STANDARD
POSTAGE & FEES PAID
DOJ/BJA
Permit No. G-91