

DRAFT

POLICE MUTUAL AID AGREEMENT

(OUTSIDE SERVICE BY LOCAL LAW ENFORCEMENT)

THIS AGREEMENT made _____, 2022 by and between the _____

ADD ALL PARTICIPATING AGENCIES and ADDRESSES HERE

RECITALS

WHEREAS, Section 119-o of the General Municipal Law (GML) permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, §119-n(c) and § 119-o GML further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the _____ and the _____, are all located entirely within the County of Onondaga with all of the jurisdictions employing their own police departments which currently provide police service exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the local governments and their police departments and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
- Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;
- To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disasters and any other situation that is emergent and merits a combined response for the sake of public safety and security.
5. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and
6. Provide for the possibility of obtaining and maintaining shared equipment.

ARTICLE TWO

Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

1. Emergency, and
2. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve any emergency, disaster and any other situation that is emergent and merits a combined response for the sake of public safety and security:
 - Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
 - Response of officer(s) of one party into the other parties jurisdiction to provide backup for officers on or responding to calls which would require a two officer response, and only one officer of the requesting party is available;
 - Response of officer(s) of one party into the other parties jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e. Taser deployment, tactical team deployment, forensic response)
 - Temporary assignment of Police Clerk of one local government to another for purposes of assisting in receiving and dispatching of calls for service;
 - Conducting joint investigations and executions of warrants;

- Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;
- Developing and maintaining a multi-jurisdictional forensic crime scene response team and on call list;
- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;
- Conducting joint training and development of policies and procedures. With the goal of the latter function to pursue consistency in response and possible joint accreditation; and
- Sharing of all categories and types of equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on- call specialized investigative teams.

ARTICLE THREE Power and Authorization

Each party authorizes the officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale preplanned events) should come through the respective Police Chief or his designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.
3. Pursuant to sections §119-n(c) and § 119-o GML, officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE FOUR

Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Further, each party authorizes the respective Police Chiefs, or their designee, to pre-arrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

ARTICLE FIVE

Compensation and Expenses

All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief's and respective municipal board.

ARTICLE SIX

Liability and Indemnification

Neither party shall incur any liability or responsibility for the 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.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees.

Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which Law Enforcement Officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

ARTICLE SEVEN
Rules and Regulations

The Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same. It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid.

ARTICLE EIGHT
Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult and cooperate with each other to insure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government. In such cases and with agreement between the host agency and the members agency, any such complex investigation may be turned over to an outside competent authority (e.g, New York State Police, Onondaga County Sheriff's Office, etc.)

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE NINE
Approval, Modification and Termination.

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

This Agreement may be terminated at any time by passage of a resolution terminating same by the governing board of a party to the Agreement. A copy of the resolution shall be promptly filed with the Clerk of each local government following its passage. However, obligations previously incurred are not extinguished by the termination of the Agreement.

ARTICLE TEN
Miscellaneous

This Agreement constitutes the entire Agreement between the parties and cannot be modified or amended except by written Agreement of the parties pursuant to Article Nine, above.

The laws of the State of New York shall govern this Agreement.

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

For the purposes of this Agreement, when involved in routine Law Enforcement work of a non-emergency nature, temporary assignments and training exercises, the Law Enforcement Agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year written above.

