

#### 412. MUTUAL AID AGREEMENT

- a. Policy: The Breckenridge Police Department, in the interest of public safety and cooperation, will assist other agencies as far as possible in the performance of their duties and responsibilities as police officers. Specifically and agreement between the Cities of Breckenridge, Wahpeton, and the Counties of Wilkin and Richland has been enacted to define this aid.
  
- b. The Mutual Aid Agreement discusses the following areas:
  - a. Declaration of Emergency
  - b. Operational Plan
  - c. Governmental Immunity
  - d. Employment Benefits
  - e. Direction of Assistance
  - f. Duration
  - g. Intra-State Agreements
  - h. Non-Emergency Assistance
  
- c. The Operation Plan: This will be of primary importance to officers on the Department (See Attachment). Officers must familiarize themselves with the plan and be able to use the information to effectively participate. The plan covers the following elements:
  - a. Criteria for Requesting Assistance
  - b. Procedure for Requesting Assistance
  - c. The Use of Assistance
  - d. Withdrawal of Assistance
  - e. Responsibility for Equipment
  - f. Peace Officer Powers and Authorities
  - g. Non-Emergency Situations

It is believed that the non-emergency assistance area will be the most frequently used. In any case this policy is the written document where I authorize the on duty and license supervisor or senior officer to request assistance from one or more of the agencies who have entered into this agreement. The officer who makes this request must make certain a separate ICR is made for each request made and each time assistance is given under the Mutual Aid Agreement. I.e. A Wilkin County Deputy is asked to assist with a funeral in Breckenridge or an authorized Wahpeton officer requests backup on a burglary call. This procedure will document your action should such aid or assistance develop into a larger or more complex incident. The ICR may be of most importance in the granting of police power and authority. Keep in mind that you can not deputize yourself by volunteering and you can not circumvent any constitutional rights to due process of any suspects in border related incidents involving an arrest. I addition to the ICR, when calls for assistance from the Wilkin County Sheriff's Office or their

SOP has been followed, and the call is over 3 miles from the City, the Chief or his designate must be advised immediately. In no case will Breckenridge offices respond to a County call without standing orders or request from an officer appointed to make such request. Finally, this agreement can take some pressure off the officer “working alone in his jurisdiction”. Knowing that backup is available and being able to ask for it should help reduce the apprehension on high risk calls.

d. Summary:

- a. Notify the Chief of Supervisor in charge if a “Declaration of Emergency” is needed or given. The Supervisor will contact the Mayor and advise of the situation.
- b. For routine Non-Emergency assistance you are authorized to request or give assistance.
- c. Make an ICR on all request made or assistance given for Mutual Aid.
- d. Remember you are not required to respond to Mutual Aid but if you do respond and enter another jurisdiction you have full police powers while there and covered under our workman’s compensation and Insurance plan.
- e. You are responsible for the equipment you use while in another jurisdiction and acting at their request.
- f. Do not participate in any act that you have been trained to do differently without first notifying the requesting officer of your concern about the procedure and if necessary withdraw from that situation if you feel there is a liability to you or this Department.
- g. Basically you will continue as with the old agreement except for making an ICR and in certain cases notifying the Chief immediately as to what is happening.

**LAW ENFORCEMENT MUTUAL AID OPERATIONAL PLAN**

1. CRITERIA FOR REQUESTING ASSISTANCE:

1. A state of emergency shall exist or appear imminent.
2. The requesting jurisdiction shall have committed or shall have foreseen the need to commit all its available resources.

II. PROCEDURE FOR REQUESTING ASSISTANCE:

- a. Each party to the Law Enforcement Mutual Aid Agreement shall designate in writing the official authorized to request assistance under, the agreement. Initial contacts requesting assistance shall be made between and among the respective Chiefs of Police/Sheriffs, or their designees of the various jurisdictions. Following this initial contact, the Chiefs of Police/Sheriffs, or their representatives of the responding party shall contact such other official within their jurisdiction regarding mutual aid as are designated in writing by the responding jurisdiction as authorized to make approve and cancel requests for assistance.
- b. The initial request for assistance for mutual aid shall state:
  - a. The nature of the emergency & its location.
  - b. The type and number of personnel requested.
  - c. The type of equipment needed.
  - d. The name and location of the ranking officer to whom the assisting personnel shall report.
- c. None of the parties to this agreement shall be obligated to respond to a request for law enforcement assistance.

III. THE USE OF ASSISTANCE:

- a. The Chief of Police/Sheriff or the assisting jurisdiction or other authorized official, shall determine the type of personnel and equipment to be dispatched.
- b. The assisting personnel shall report to and be under the command of the ranking officer named in the request.
- c. Whenever possible, assisting personnel shall be deployed as integral units and under their own supervisor. If such deployment is not possible, the assisting personnel shall be deployed as members of a team with officers of the requesting jurisdiction. If neither of the preceding is possible, then deployment shall be determined by the ranking officer to whom the assisting personnel shall report.
- d. The nature of the emergency shall be considered in determining where the assisting personnel shall be deployed.
  - a. In the event of a natural disaster, the assisting personnel generally shall be deployed at the scene of the disaster.
  - b. In the event of civil disorder, the assisting personnel generally shall be deployed as supporting units.

IV. WITHDRAWAL OF ASSISTANCE:

Whenever possible, the assisting personnel and equipment shall be withdrawn pursuant to the Mutual Agreement of the requesting and the assisting jurisdictions. The assisting jurisdiction may withdraw its personnel and/or equipment, or any part thereof, at such time the assisting jurisdiction, through its designated official, deems it to be in the best interest of the assisting jurisdiction and following notice provided to the requesting agency of the intended action.

V. RESPONSIBILITY FOR EQUIPMENT:

Parties to this agreement shall be responsible for their own law enforcement equipment and for any damage to or destruction to said equipment unless such damage or destruction shall be caused by negligent or malicious conduct by an officer or employee of the parties requesting mutual aid assistance.

VI. PEACE OFFICER POWERS AND AUTHORITIES:

Pursuant to Minnesota Statutes Section 471.59 subdivision 12 and Section 626.76; and North Dakota Administrative Code 10-06-01 to 10-06-03, peace officers employed by parties to this agreement and acting pursuant to this agreement shall have the full and complete authority of a peace officer in either of the jurisdictions that are parties to this agreement.

VII. NON-EMERGENCY SITUATION:

The parties recognize that there are certain non-emergency situations which require the assistance of the jurisdictions party to this agreement, including, but not necessarily limited to, the following:

- a. Special security details for VIP visits
- b. Routine narcotics enforcement
- c. Criminal Investigations
- d. K-9 Deployment