

MODEL MUTUAL AID AGREEMENT

**for law enforcement pursuant to T.C.A. Section 6-54-307
and for fire fighting assistance pursuant to
T.C.A. Section 6-54-601.**

THIS AGREEMENT entered as of the _____ day of _____, 20____,
by and among: (list political entities)

Pursuant to Tennessee Code Annotated, (*Section 6-54-307 relative to law enforcement assistance*), (*Section 6-54-601 relative to fire fighting assistance*), and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties will respond to calls for (*law enforcement*) (*fire fighting*) assistance only upon request for such assistance made by the senior (*law enforcement*) (*fire fighting*) official on duty of the (*police*) (*fire*) department of respective city or county. All requests for emergency (*law enforcement*) (*fire*) assistance shall be made only to the _____ or the _____.
2. Upon request for aid received as provided for in paragraph (1), the senior (*law enforcement*) (*fire*) officer of the responding party will authorize a response as follows:
 - (a) Each of the parties to this agreement will attempt to provide at least the following personnel and equipment in response to the request:

Minimum response – one (1) _____ (*vehicle*) (*truck*) and one (1) person.

Maximum response – fifty (50) percent of personnel and resources.

Each party’s response will be determined by the severity of the emergency in the requesting party’s jurisdiction as determined by the senior (*law enforcement*) (*fire*) officer of the responding party after discussion with the senior (*law enforcement*) (*fire*) officer of the requesting party.
 - (b) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a request under this agreement, and the senior (*law enforcement*) (*fire*) officer of the responding party reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding party cannot comply with the minimal requirements under this agreement without endangering life or incurring significant property damages in his jurisdiction, or both, he may choose to use all equipment and personnel in his own jurisdiction. In this case, the senior (*law enforcement*) (*fire*) officer of the responding party shall attempt to

inform the senior (*law enforcement*) (*fire*) officer of the requesting party of his decision.

- (c) In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the responding party, the senior (*law enforcement*) (*fire*) officer of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdiction, how best to respond to the requests. The senior (*law enforcement*) (*fire*) officer may determine to send all available resources under this agreement to the jurisdiction with the most dire emergency, or he may send some resources to each requesting jurisdiction. The senior (*law enforcement*) (*fire*) officer shall inform the requesting officer of the requesting parties of his decision.

In both situations outlined in this subsection (b) where compliance with the minimal duties of this agreement is impossible, the requesting party or parties will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

3. When (*law enforcement*) (*fire*) personnel are sent at another community pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, which they have in the sending (*law enforcement*) (*fire*) Department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of the authority conferred by this agreement.
4. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the (*law enforcement*) (*fire*) Department of the responding party that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.
5. The party responding to the request for mutual aid under the terms of this agreement assumes all liabilities and responsibility as between the parties for damage to its own apparatus and / or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and / or negligence of its personnel while en route to or returning from a specific location.
6. The party responding under the terms of this agreement assumes no responsibility for liability for property damages or destroyed or bodily injury at the actual scene of any emergency due to actions that are taken in responding under this agreement. This liability and responsibility as between the parties shall rest solely with the party requesting aid and within whose jurisdiction the property exists or the incident occurs.
7. No compensation will be paid by the parties under this agreement for mutual aid (*law enforcement*) (*fire*) assistance rendered.

8. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid (*law enforcement*) (*fire*) assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.

The senior (*law enforcement*) (*fire*) officer whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior (*law enforcement*) (*fire*) officer in command of the responding party.

9. This agreement shall continue from year to year from _____, 20___, through _____, 20___, unless written notice of termination is given by either party hereto at least sixty (60) days prior to July 1 of any year. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.
10. This agreement shall be valid only when it is executed by the Mayor/County Executives (*and sheriffs for law enforcement agreement with counties*) of the respective political jurisdictions pursuant to the ordinance/ resolution of each jurisdiction authorizing the Mayors/ County Executives (*or sheriff for law enforcement agreements with counties*) to execute it.