

Late item - H1 - received at meeting
- revised mutual agreement

MUTUAL AID AGREEMENT

This MUTUAL AID AGREEMENT made as of the ____ day of _____, 2022 by and between the several municipalities of the State of Rhode Island, *to wit*, the Town of Barrington, Town of Bristol, Town of Burrillville, City of Central Falls, Town of Charlestown, Town of Coventry, City of Cranston, Town of Cumberland, Town of East Greenwich, City of East Providence, Town of Exeter, Town of Foster, Town of Glocester, Town of Hopkinton, Town of Jamestown, Town of Johnston, Town of Lincoln, Town of Little Compton, Town of Middletown, Town of Narragansett, City of Newport, Town of New Shoreham, Town of North Kingstown, Town of North Providence, Town of North Smithfield, City of Pawtucket, Town of Portsmouth, City of Providence, Town of Richmond, Town of Scituate, Town of Smithfield, Town of South Kingstown, Town of Tiverton, Town of Warren, City of Warwick, Town of Westerly, Town of West Greenwich, Town of West Warwick, and the City of Woonsocket, (the "Municipalities") as well as Rhode Island institutions of higher education including the University of Rhode Island, and Rhode Island College (the "Educational Institutions").

WHEREAS, the General Assembly enacted RIGL 45-42-2 (the "Act") authorizing nonemergency mutual aid agreements, which was previously limited to mutual aid between police departments of adjacent Rhode Island municipalities; and

WHEREAS, the Act was amended in 2021 through P.L. 2021, ch. 108, to authorize nonemergency mutual aid agreements between nonadjacent municipalities and institutions of higher education; and

WHEREAS, the Municipalities and the Educational Institutions are desirous of entering into a nonemergency mutual aid agreement allowing nonemergency mutual aid among the respective police departments of each of the Municipalities and each of the Educational Institutions to the fullest extent allowed by the Act as currently enacted.

NOW THEREFORE, the Municipalities and the Educational Institutions, for consideration of the mutual agreements herein contained, do hereby covenant and agree to the following provision of mutual aid:

I. PURPOSE

The undersigned law enforcement agencies of the Municipalities and Educational Institutions have entered into this mutual aid contract as provided for in RIGL 45-42-2, for the purpose of providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of law enforcement and provide additional protection for inhabitants and property in the effected areas. Each undersigned chief law enforcement officer of the respective Municipalities and Educational Institutions acknowledge that prior to the adoption of this agreement, each chief of a department of the Municipalities have obtained the approval their respective town/city councils by way of resolution and each department of the Educational Institutions have obtained approval of their respective presidents, authorizing each law enforcement agency of every party to this agreement to provide police services across jurisdictional lines. This agreement has been fully considered by all parties and is entered into the interest of public safety and for the inhabitants of the Municipalities covered by this agreement and the students, employees, and faculty of the Educational Institutions covered by this agreement.

Any public or private educational institution of higher learning located in this state, with a police or other public safety department consisting of campus police officers appointed pursuant to chapter 52 of title 16, or special police officers appointed pursuant to chapter 2.1 of title 12, may enter into this mutual aid agreement with the city or town in which the institution is primarily located. Officers appointed under these chapters must have satisfactorily completed a training academy certified by the Police Officer's Commission on Standards and Training.

The undersigned agencies shall provide and exchange upon request police services to and from the other agency without limitation but generally in accord with the following guidelines.

II. GEOGRAPHICAL AREAS ENCOMPASSED BY AGREEMENT

It is agreed by and between the undersigned agencies that the geographical area encompassed by this agreement includes the territory of each of the Municipalities of the State of Rhode Island, which, collectively, comprises the entire territory of the State of Rhode Island.

III. GENERAL TERMS AND PROCEDURES

- (A) No officers acting under any provisions of this agreement may initiate, self-deploy, or take any law enforcement actions without the expressed permission of their employing agency's on-duty officer-in-charge."
- (B) For the purpose of this agreement, mutual aid includes all police services, which are requested by one law enforcement agency and provided by any other law enforcement agency, both of which are signatories to this agreement.
- (C) A participating agency will provide police service assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's jurisdiction and a request is made by one of the law enforcement agencies that are a party in this agreement. The command structure of the requested law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, available for assistance. The ranking officer of the requesting city or town shall be responsible for all law enforcement decisions pursuant to this agreement.
- (D) Whenever the law enforcement employees of one cooperating agency are providing police services to another cooperating agency pursuant to the authority contained in this agreement, such employees will have the same power, duties, rights and immunities regarding jurisdiction that the requesting agency has.
- (E) Whenever the law enforcement employees of one cooperating agency are providing police services to another cooperating agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.
- (F) The on-duty officer requesting police assistance shall notify the officer in charge of his agency. The officer in charge shall then request assistance by contacting the cooperating agency's command staff.
- (G) All wages, disability payments, pensions, worker's compensation claims, or their equivalent as provided under RIGL 45-19-1, medical expenses or other employment benefits will be the responsibility of the employing agency, unless the requesting agency is reimbursed for such costs from any other source. Each agency shall be responsible for the negligence of its employees to the extent specified by law.

Further, each of the undersigned agencies hereby agree to indemnify and hold harmless the other participating agency from liability for any and all claims, by whomever made, arising from the negligence of the participating agency's employee(s).

- (H) Each cooperating agency shall be responsible for any cost arising from the loss of or damage to that agency's equipment or property while providing assistance.
- (I) The terms of this contract shall be in continuous effect for each participating agency from the date the authorized signature for such agency is affixed hereto. Any party to this agreement may revoke its future contractual obligations here under only upon sixty days written notice to each of the other parties.
- (J) No provision in this agreement shall derogate any statutory authority of the Rhode Island State Police.

IV. COOPERATIVE ENFORCEMENT GUIDELINES

The following circumstances are examples of requests for mutual aid which would allow an on-duty police officer to render mutual aid with the approval of their employing agency's on-duty officer-in-charge.

- (A) Whenever an on-duty law enforcement officer within his home jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating agency, the officer may make arrest according to law and take any measures necessary to preserve the crime scene.
- (B) Whenever an on-duty law enforcement officer within his home jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including, but not limited to, DWI violations has occurred within the jurisdiction of another agency the law enforcement officer may stop, arrest, or cite the suspected violator according to the.
- (C) Whenever an on-duty law enforcement officer views or otherwise is called upon to render aid to a motorist or other person in an area encompassed by this agreement, the law enforcement officer may render emergency aid as necessary while awaiting officer in charge authorization. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, all agencies party to this agreement may dispatch personnel to the appropriate area and render such assistance as is necessary and the circumstances require while awaiting officer in charge authorization.
- (D) In a situation where automated traffic control devices are located within the jurisdictional boundaries of one agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating agency may be provided upon request by the affected jurisdiction.

{ Signature Pages Follow }

TOWN OF BARRINGTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF BRISTOL

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF BURRILLVILLE

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF CENTRAL FALLS

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF CHARLESTOWN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF COVENTRY

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF CRANSTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF CUMBERLAND

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF EAST GREENWICH

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF EAST PROVIDENCE

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF EXETER

By: _____
Council President
As authorized by Council resolution
dated _____.

TOWN OF FOSTER

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF GLOCESTER

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF HOPKINTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF JAMESTOWN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF JOHNSTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF LINCOLN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF LITTLE COMPTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF MIDDLETOWN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF NARRAGANSETT

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF NEW SHOREHAM

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF NEWPORT

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF NORTH KINGSTOWN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF NORTH PROVIDENCE

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF NORTH SMITHFIELD

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF PAWTUCKET

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF PORTSMOUTH

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF PROVIDENCE

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF RICHMOND

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF SCITUATE

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF SMITHFIELD

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF SOUTH KINGSTOWN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF TIVERTON

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF WARREN

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF WARWICK

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF WEST GREENWICH

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF WEST WARWICK

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

TOWN OF WESTERLY

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

CITY OF WOONSOCKET

By: _____
Chief of Police
As authorized by Council resolution
dated _____.

UNIVERSITY OF RHODE ISLAND

By: _____
Chief of Police
As authorized by the President on
_____.

RHODE ISLAND COLLEGE

By: _____
Chief of Police
As authorized by the President on
_____..