

2021

# MoSCOPE

## Annex B

MISSOURI UNIFORM LAW ENFORCEMENT MUTUAL AID PLAN (MULE-MAP)

MULE-MAP  
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- I. Purpose
  - A. The purpose of Annex B, the Missouri Uniform Law Enforcement Mutual Aid Plan (MULE-MAP) is to coordinate and support the identification, deployment, transportation and demobilization of law enforcement mutual aid resources utilized during large scale events, expanding incidents and/or localized incidents when additional resources are needed.
- II. Scope
  - A. The MULE-MAP is a component of an all hazards system for allocation, mobilization and deployment of law enforcement mutual aid resources in response to local incidents that require more resources than available from any existing inter-jurisdictional mutual aid agreement, especially in response to a major disaster where assistance needs to be provided from one area or region of the state to another.
  - B. This plan is designed to augment the available resources during time of emergency or significant event. Nothing in the plan supersedes or prevents the development and implementation of local mutual aid agreements or operational plans between agencies and other parties.
  - C. Because of Missouri's size and diversity, law enforcement must have the capability to coordinate and deliver mutual aid to multiple locations concurrently.
  - D. This plan encompasses all jurisdictions and providers unless they opt out by resolution.
- III. Mission
  - A. MULE-MAP is a plan which facilitates the coordination of law enforcement mutual aid resources in order to save lives, protect property and maintain public order.
- IV. Planning Assumptions
  - A. Priority will be given to saving lives and protecting property in that order.
  - B. Missouri is exposed to a number of hazards that would require a response by law enforcement.
  - C. Threats and Hazards identified in the State Threat and Hazard and Risk Assessment and codified in the Missouri State Hazard Mitigation Plan identify natural disasters, complex coordinated terrorist attacks (CCTA) and civil unrest as continued threats to the State of Missouri.
  - D. During emergencies, local law enforcement agencies may need to supplement their resources through local mutual aid agreements to provide the increased services required by the situation.
  - E. As the situation escalates, local resources may be depleted, resulting in the diminishing of local capabilities. Mutual aid, local, state and federal law enforcement responses will need to be coordinated and deployed to assist the requesting agency in their efforts to provide continued protection to life and property.
  - F. Due to the diverse nature of situations that would require a law enforcement response, it is recognized that this plan may function as needed in whole or part based upon the appropriate law enforcement response.
  - G. Information sharing and the coordination processes exist between all functional areas of the Missouri Mutual Aid system.
  - H. The Statewide Law Enforcement Mutual Aid Coordinator, State Fire Mutual Aid Coordinator, EMS Mutual Aid Coordinator, SEMA All-Hazards Mutual Aid Coordinator, and Emergency Support Function lead agencies will build and sustain systems together and make every effort to maintain visibility between all disciplinary coordinators and route requests for resources accordingly.
- V. Authorities
  - A. Statutes

1. See Appendix F for:
    - a. Chapter 44 RSMo
    - b. Chapter 70 RSMo
  - B. NIMS Resource Typing
    1. Resource requests should be based upon the Federal NIMS typing system (Tier 1), or the Missouri typing (Tier 2), if applicable. NIMS typing can be found at:  
<https://rtlt.preptoolkit.fema.gov/Public>
- VI. Concept of Operations
- A. General Information
    1. Law enforcement mutual aid includes all public entities furnishing law enforcement services within Missouri. In the event of a major emergency or a state-wide disaster, all law enforcement agencies become an organizational part of the system.
    2. Structure
      - a. It will be the responsibility of the chief law enforcement executive or designee of each agency to determine the availability of deployable resources.
      - b. In general, statewide law enforcement mutual aid shall consist of any and all deployable resources from all participating agencies to include personnel and equipment.
      - c. Law enforcement officers holding a reserve commission shall only deploy as part of the response from the agency where they are commissioned, and never as a single resource.
    3. Command and Control
      - a. The control of the incident shall remain the responsibility of the Incident Commander. Any and all assistance deployed under the plan will be used to assist the requesting jurisdiction and its leaders.
    4. Liability
      - a. Personnel
        - i. Liability of all types remains the responsibility of each participating organization; if a jurisdiction chooses to participate in the mutual aid process, then that jurisdiction agrees that it will maintain liability over its personnel and equipment.
        - ii. To the extent permitted by law and without waiving sovereign immunity, each participating organization will be responsible for any and all claims, demands, suits, actions, damages and causes for actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of the mutual aid plan.
      - b. Vehicle
        - i. Each participating agency or jurisdiction will be responsible for its own actions and those of its employees and volunteers, and is responsible for complying with the Missouri motor vehicle financial responsibility laws.
      - c. Workers Compensation
        - i. Each participating agency or jurisdiction will be responsible for its own actions and those of its employees and volunteers, and is responsible for complying with the appropriate workers compensation laws.
  - B. Plan Activation
    1. When additional resources are needed by the local Incident Commander, Regional, or Area law enforcement mutual aid coordinator, Statewide Law Enforcement Mutual Aid Coordinator, or the State of Missouri, then mutual aid resources will be requested to assist the affected jurisdiction.

2. Mutual aid resources shall be requested according to the MULE-MAP by notification of the Area, Regional or State Coordinator. If activated for the emergency, resource requests will preferably be routed through either the Multi-Agency Coordination Center (MACC) or the State Emergency Operations Center (SEOC).
  3. Requests for State of Missouri law enforcement assets may be made directly to the agency via their local points of coordination, or to the Statewide Law Enforcement Mutual Aid Coordinator.
  4. Requests for emergency (outside of normal inter-agency coordination) Federal law enforcement officers (FLEO) shall be made through the Statewide Law Enforcement Mutual Aid Coordinator or the State Emergency Management Agency (SEMA).
  5. Requests for Emergency Management Assistance Compact (EMAC) law enforcement resources, or Missouri Army National Guard (MONG) assets will be made through SEMA.
- C. Requests for Assistance
1. General Information
    - a. Law enforcement mutual aid resource requests may be received from multiple platforms including, but not limited to phone, fax, email, mobile device applications.
    - b. When the SEOC is activated and incidents require State coordination and support, the State of Missouri will formalize the request by logging it into WebEOC.
    - c. When supported by law; any entity or individual that holds a license, certificate, or other permit issued by a participating political subdivision, public safety agency, or State shall be deemed licensed, certified, or permitted in the requesting political subdivision or public safety agency's jurisdiction for the duration of the emergency. State to State reciprocity of licenses is granted on a case by case basis.
    - d. Consideration must be made on the impact of the local community or home jurisdiction and no liability will be imposed against any jurisdiction or its personnel for declining a request for assistance. If the deployment status
  2. Area Coordinator (if staffed) will upon notification:
    - a. Perform an assessment to determine the area of impact, scope, magnitude, time and resources
    - b. Activate the MULE-MAP as necessary
    - c. Begin planning to anticipate resource needs for future operational periods
    - d. Notify and brief the Regional Coordinator, maintain coordination and communication between all levels of coordination from local and State
    - e. If applicable, resource requests should be based upon the Federal (Tier 1) or Missouri (Tier 2) NIMS typing system
    - f. In the absence of an Area Coordinator, notification will go directly to the Regional Coordinator.
  3. Regional Coordinator will upon notification:
    - a. Perform an assessment to determine the area of impact, scope, magnitude, time and resources.
    - b. Activate the MULE-MAP as necessary
    - c. Begin planning resource needs for future operational periods
    - d. Notify the Statewide Coordinator and maintain coordination and communications between all levels from local to State
    - e. When multiple disciplines are involved, the Regional Coordinators (for each discipline) should collaborate and consider the establishment of a Multi-Agency Coordination Center (MACC)
    - f. If a strike team or task force is deployed, it is recommended that an advance team be deployed. If multiple strike teams or task forces are deployed then it is recommended that an Incident Support Team (IST) be deployed

- g. An advance team or IST may be deployed to support State resources and will be available to support the local Incident Command as requested
- 4. Statewide Law Enforcement Mutual Aid Coordinator will upon notification:
  - a. Perform an assessment to determine area of impact, scope, magnitude, time and resources
  - b. Activate the MULE-MAP as necessary
  - c. Begin planning resource needs for future operational periods
  - d. Notify the SEMA Watch Center, and the Missouri Department of Public Safety, via the Office of Homeland Security Director
  - e. If the SEOC is activated in support of the emergency, the Statewide Law Enforcement Mutual Aid Coordinator will become the discipline liaison to the SEOC
- 5. State or Federal Personnel and Assets
  - a. Requests for State resources can be made at any time by contacting that State agency directly. Resource requests for State resources may also be routed through the Statewide Law Enforcement Mutual Aid Coordinator. If the SEOC is activated in support of the local emergency, resource requests should be directed to the appropriate ESF. Requests for emergency FLEO assistance should be routed through SEMA or the Statewide Law Enforcement Mutual Aid Coordinator. Normal day to day coordination and cooperation between local, State and Federal agencies should use the normal channels for communication.

D. Notification and Response

- 1. The **NOTIFICATION** level will be based on the request and needs of the incident. The different levels are as follows:
  - a. Mutual Aid Advisory Notice
  - b. Mutual Aid Alert Notice
  - c. Mutual Aid Activation Order
    - Pre-position Response
    - Immediate Response
    - Delayed Response
  - d. Demobilization Order
- 2. Mutual Aid Advisory Notice or "**Advisory**"
  - a. Upon the occurrence of a significant and/or impending event, coordinators may issue an Advisory to State/Regional/Area coordinators and resources as appropriate. The Advisory is for informational purposes only and does not constitute a request for resources or a directive to begin mobilization. The following information should be included in the Advisory notice:
    - Type of event
    - Location
    - Magnitude
    - Weather conditions
- 3. Mutual Aid Alert Notice or "**Alert**"
  - a. If resources have a probability of being requested in the next 24 hours, the appropriate coordinator may issue an Alert to the other law enforcement coordinators and/or resources. The Alert should enable the potential resource to have a more rapid response time, if there is a later request for activation. Alerts can be issued in advance of a request for activation to pre-position resources, or for immediate or delayed response. The requested resources must determine if they have the ability for mutual aid deployment and roster resources as appropriate. The Alert may be verbal followed by written confirmation, normally within 12 hours. The following information should be included in a Mutual Aid Alert Notice:

- Type of event
  - Location
  - Magnitude
  - Weather Conditions
  - Current situation
  - Equipment and tactical considerations
4. Mutual Aid Activation Order or “**Activation**”
- a. In the event that mutual aid resources are required, the appropriate coordinator will notify said resources and request an Activation. To increase response time and efficiency the resources that are in Alert status and rostered will be the first resources to be notified to deploy, and should be able to meet the expectations of an immediate response. The Activation may be verbal followed by written confirmation, normally within 12 hours. As always, the agency providing the resources may decline to respond if necessary. The following information should be included in a Mutual Aid Activation Notice:
    - Type of event
    - Location
    - Magnitude
    - Weather Conditions
    - Current Situation
    - Damage Assessment
    - Communications channels/ frequencies to be used
    - Other resources activated
    - Anticipated length of mission
    - Requesting agency
    - Tracking procedures
    - Rally points (if applicable)
    - Reporting assignment
    - Reporting location
    - Staging officer
    - Equipment and tactical considerations
  - b. The **RESPONSE** level will be based upon the request and the needs of the incident. The different levels are as follows:
    - **Pre-position Response:** This deployment of resources may occur if there is an expected or impending emergency or disaster, in order to have mutual aid resources already located in the expected affected area. The resource(s) would be under the direction of the requesting agency until released.
    - **Immediate Response:** This deployment of resources should typically occur within (1) one hour of notification and would be more applicable to less complex and shorter duration missions.
    - **Delayed Response:** This deployment of resources should typically occur within (3) three hours of notification and is more applicable to complex, large scale, and longer duration missions (typically longer than 24 hours) that require the collection of additional internal support.
5. Mutual Aid Demobilization Order or “**Demobilize**”

- a. **Alert Demobilization:** If an Alert was issued and subsequent information indicates that the resource is not needed, the organizing coordinator will notify the “alerted” agency/resource and release them from their “alert” status. This should be done in writing.
  - b. **Activation Demobilization:** After activation, a demobilization of a resource may occur at any time. The activated resource can only be officially demobilized in two ways.
    - The original requesting agency can demobilize the resource when their mission is complete and/or their assistance is no longer needed.
    - The activated resource needs to be recalled to its home jurisdiction. In the event that this occurs, the assisting agency should make every attempt to keep their resource activated until replaced. If this is not possible, the deactivation and departure of the resource shall be communicated to the requesting agency and the Incident Commander to ensure safety and security of all operations and personnel.
  - c. Demobilization documentation shall adhere to NIMS standards, and the documentation shall be submitted to the authority having jurisdiction.
  - d. All resources shall demobilize through the local Incident Commander and provide their ICS-214's and associated incident documents.
  - e. For all State declared incidents, Incident Commanders are encouraged to facilitate the After Action Review (AAR) process and develop and disseminate the AAR to all participating parties upon completion.
  - f. Demobilization of State assets will be tracked through WebEOC and the associated auto-generated mission number.
- E. Management and Coordination
- 1. NIMS Typing
    - a. Resource requests should be based on the Federal (Tier 1) NIMS typing system, or Missouri (Tier 2) typing (if defined and established), with the exception of such resources that cannot be typed.
  - 2. Resource Tracking
    - a. Mission Numbers
      - When coordinating an intraregional mutual aid request the Regional Mutual Aid Coordinator may assign a mission number to the request. For statewide, or out of state/EMAC requests a mission number will be created. This number will be recorded on the Mutual Aid Resource Request Form, and may also be used in WebEOC or other resource tracking programs. This number not only serves as a unique tracking identifier for general record keeping, but may also be used to verify the legitimacy of the resource when it arrives at the incident.
      - An intraregional mission number for law enforcement will be preceded by LAW, the region where the incident is located, the date of the request and the sequential number of the request. (EXAMPLE: **LAW (LE request)-D (Region D)-10052018**(October 5<sup>th</sup>, 2018)-**01**(request #1). LAW-D-10052018-001). For statewide, interregional responses, the Statewide Law Enforcement Mutual Aid Coordinator will assign a number using the same format, with the addition of MO after the discipline denominator. (EXAMPLE: **LAW (LE request)-MO (State Coordinator)-D (Region D)-10052018** (October 5<sup>th</sup>, 2018)-001 (request #1). LAW-MO-D-10052018-001).
      - For all resources entered into WebEOC, the system will auto-generate an incident specific mission number for every resource request related to the incident. This number will serve as a master tracking number for any resource reimbursement and associated costs.
    - b. Resource Inventory

- It is recommended that each Area Coordinator maintain awareness regarding deployable equipment and personnel within their Area. This information should be shared with the Regional Coordinator.
  - It is recommended that each Regional Coordinator maintain awareness regarding deployable equipment and personnel within their Region. This information should be shared with the Area and Statewide LE Coordinators.
3. Staging
    - a. It is recommended that every Region have a minimum of one pre-designated level two staging area for large scale disasters and pre-deployment needs.
    - b. If a resource request is made to the State, the authority making the request shall designate a level one staging area (if applicable).
    - c. Staging areas may change based on the needs of the incident while responders are en route or during the incident.
  4. Documentation
    - a. NIMS standards of documentation will be utilized for state mutual aid.
  5. Declination
    - a. Due to the need for local jurisdictions to ensure that they are able to provide service to their citizens, there shall be no liability imposed against any jurisdiction or its personnel for declining to provide mutual aid response assets to a requesting jurisdiction.
- F. Emergency Management Assistance Compact (EMAC)
- a. For more information on EMAC, please refer to Annex (IN DEVELOPMENT), or contact the State Emergency Management Agency.
- G. Roles and Responsibilities
- a. Missouri Department of Public Safety
    - Responsible for statewide mutual aid, and for maintaining the statewide mutual aid plan.
  - b. Missouri Office of Homeland Security
    - Shall act as a liaison between the MULE-MAP, the Department of Public Safety and State government.
    - Maintains the Statewide Law Enforcement Mutual Aid Coordinator.
  - c. Statewide Law Enforcement Mutual Aid Coordinator
    - Through and with the Area and Regional law enforcement coordinators is responsible for coordination, response, tracking, information sharing and demobilization of law enforcement resources activated under the State mutual aid plan.
    - Is a member of the EMAC A-Team and will assist with any request involving EMAC law enforcement resources.
    - Maintains situational awareness within the State for events that could impact the law enforcement mutual aid response.
    - Serves as a liaison between agencies and disciplines for planning, training, exercise and response purposes. Also serves as a liaison between local, State and Federal partners for information and intelligence sharing.
    - Ensures that Area Coordinator and Regional Coordinator positions are filled and operating effectively.
    - Conducts meetings with Area and Regional coordinators.
    - Monitors MoSCOPE and the MULE-MAP for any changes needed in terms of legislation, activation and implementation.

- Maintains a record of deployable law enforcement resources, that can be used during the plan activation.
  - Coordinates requests and responses between Regions.
  - Assists State ESF-13 as requested.
- d. Regional Plan Coordinators (to include alternates and deputy coordinators)
  - Responsible for maintenance and coordination of the plan at the Region level.
  - Are selected by their peers.
  - Ideally configured as a Sheriff, Chief of Police and MSHP Troop Commander, divided among the roles of Regional Coordinator, and two Deputy Regional Coordinators, or a Deputy Coordinator/Alternate.
  - Maintain situational awareness within their region and act as a liaison for information and intelligence sharing.
  - Utilizes and assists in the compilation of resource data from within the region that can be used in the event of plan activation.
  - Assists with the development of the mutual aid plan, specific to the region.
  - Participates in the activation AAR process.
  - Coordinates the requests and deployments of resources during plan activation.
- e. Area Coordinator
  - Can be selected by the Regional Coordinator(s).
  - Typically covers one county.
  - Utilizes and assist the Regional Coordinator in the compilation of resource data, including a record of current law enforcement organizations in the Area, along with their equipment and personnel that could be used by this plan during an activation.
  - Ensure each law enforcement agency within the area represented has the capabilities to communicate utilizing the identified mutual aid frequencies for disasters.
  - Assists with the development of local mutual aid planning.
  - Maintains situational awareness within the Area and acts as a liaison for information and intelligence sharing between the Regional Coordinator and the local agencies.
- f. Local Representation
  - The chief law enforcement official of each local entity providing law enforcement services will serve as the law enforcement representative to their respective Area Coordinator.
- g. State Emergency Management Agency
  - As directed by the Department of Public Safety, is responsible for maintaining the Statewide Mutual Aid Plan
  - Is responsible for activating the Statewide Mutual Aid Plan

## VII. Plan Update and Maintenance

- A. MoSCOPE to include the MULE-MAP, will be reviewed in even calendar years, or as needed.
- B. The coordination of the MULE-MAP, including development, revision, distribution, training and exercising, is the responsibility of the Missouri Office of Public Safety, Office of Homeland Security.
- C. The Emergency Response Plan Committee will oversee this process for MULE-MAP. This committee will be composed of the following:
  1. Statewide Law Enforcement Mutual Aid Coordinator (Chairperson)
  2. Regional Law Enforcement Mutual Aid Coordinators

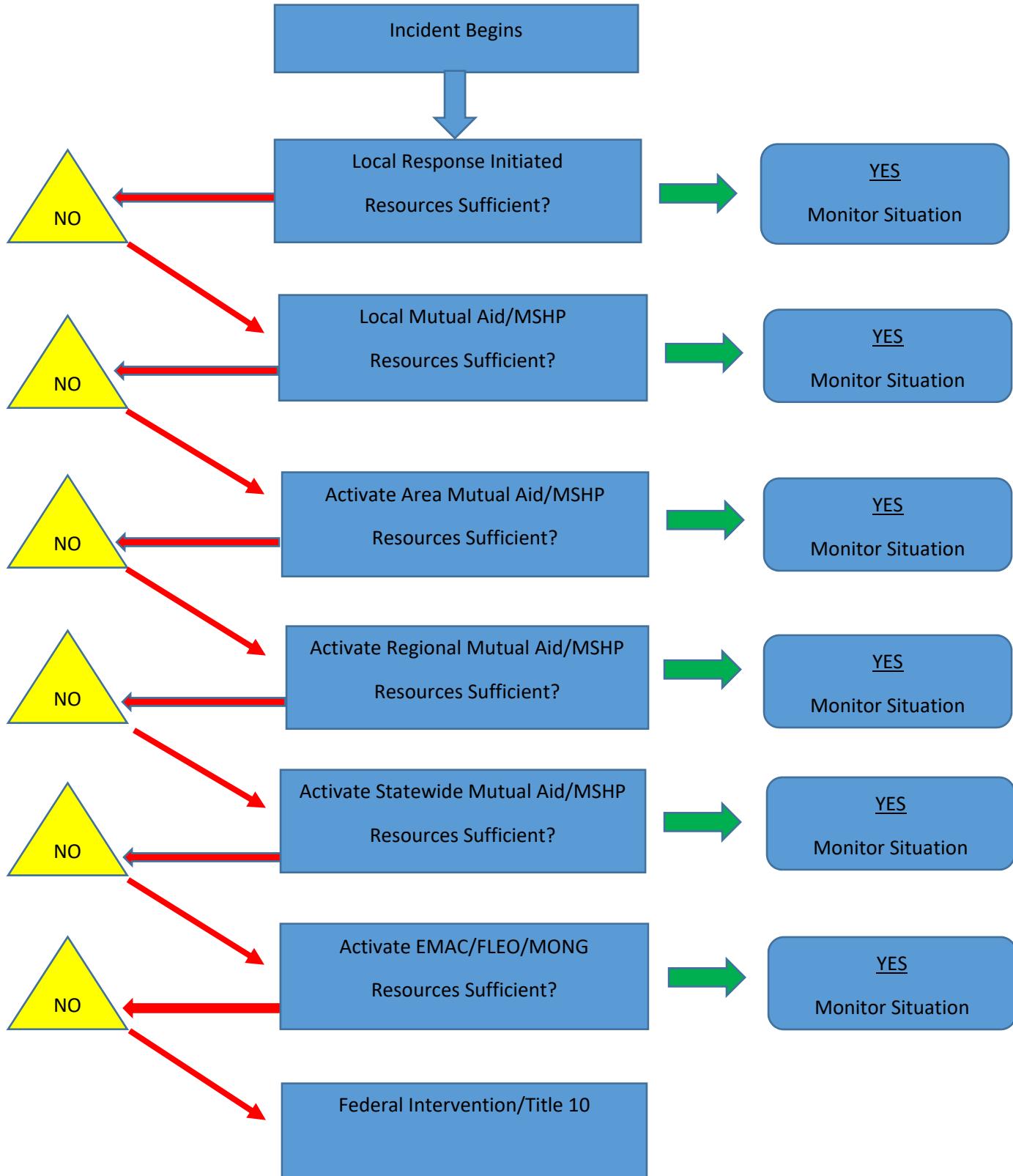
## VIII. Appendices

- A. Statewide Law Enforcement Mutual Aid Flow Chart
- B. Mutual Aid Resource Request Form

- C. Communications (Standing ICS 205 for Statewide Law Enforcement Mutual Aid)
- D. Supply Checklist
- E. Mutual Aid Agreement Template
- F. Statutes
- G. ICS Forms 204 and 214
- H. Drone/SUAS/UAS use

## Appendix A

### Mutual Aid Continuum



**Appendix B**  
**Mutual Aid Resource Request Form**

Event Tracking #:	Event Name:	
Date:	Time:	Response Level: (Pre-Position, Immediate, or Delayed):
Requesting Agency:		
Contact Information (Name/Phone):		
Request Received By:	Request Forwarded To:	
Resource Requested:		
Mission (general LE services, security, force protection, field force operations, tactical, crime scene, etc.):		
Logistical Needs (Gas, Water, Food, Lodging, etc.):		
Special capabilities/equipment required:		
Advance Team Needed (yes/no):	IST Needed (yes/no):	
Other Logistical Needs:		
Air Resource Info: <ul style="list-style-type: none"> <li>- Landing Zone Details:</li> <li>- Location (Coordinates): Lat: Long:</li> <li>- Or, Directions:</li>   <li>- Size (Approximate):</li> <li>- Obstructions/Hazards:</li>   <li>- Oxygen Resupply:</li> <li>- Fueling:</li> <li>- Hanger Specifications:</li> </ul>		
Estimated Duration of Deployment (H=Hours/D=Days):		
Staging Location:		

Reporting To:		
On Scene Date/Time Requested:		
Communications:		
Resource(s) Coming From (Department(s) and Apparatus ID) (Attach ICS 204):		
Name for Resource Contact:	Phone for Resource Contact:	
Time En Route:	Estimated Time of Arrival:	Time on Scene (or Staging):
Demobilization Date/Time:	Departure Date/Time:	
Reassigned To (if applicable):		
New Mission (if applicable):		
Time En Route:	Estimated Time of Arrival:	Time on Scene (or Staging):
Demobilization Date/Time:	Departure Date/Time:	
NOTES:		
Distribution:		
Requesting Department Name:		
Attention:	Fax/Email:	
Responding Department Name:		
Attention:	Fax/Email:	
<b>Mission Verified By:</b>		
<b>Mutual Aid Coordinator:</b>		
<b>Signature:</b>		
<b>Date/Time:</b>		
<b>Assigned Mission Number:</b>		

## Appendix C

### Communications

The key to the successful operation of the various resources within a region will depend heavily upon the ability of these agencies to communicate effectively with each other. It is reasonable to assume that in the wake of a major disaster, the existing communication system in the affected area may be inoperable or severely compromised.

Radio programming requirements for agencies participating in the Statewide Law Enforcement Mutual Aid Plan.

- VHF only radios will be required to program/carry all of the VHF frequencies listed in the ICS-205. Agencies with 700/800 MHz only radios must carry the 700 MHz frequency listed in the ICS-205.
- Agencies with Missouri Statewide Interoperability Network (MOSWIN) capable radios must carry all of the interoperable talk groups listed in the ICS-205.
- It is recommended all agencies carry all of the MOSWIN, VHF and 700 MHz frequencies listed in the communications plan Missouri Field Operations Guide (MOFOG).
- See St. Louis and Kansas City FOG for local interoperable policies outside of the ICS-205.

For statewide activations, the MOSWIN talk groups and frequencies listed below may be utilized and referred to with the appropriate designations.

During an activation of the SEOC, ESF-13 will work with ESF-2 for any updates or modifications to the standing ICS-205. All ICS-205 development should route through the Missouri Interoperability Center (MIC).

**NOTE: All communications on these channels and talk groups shall be in the clear. Encryption is not allowed.**

INCIDENT RADIO COMMUNICATIONS PLAN				Incident Name Law Mutual Aid Comms Plan			Date/Time Prepared <b>12/19/2018</b>		Operational Period Date/Time <b>Standing/As needed</b>		
Line	Ch #	Zone	Function	Channel Name/ TG Name	Assignment	RX Freq N or W	RX Tone/ NAC	TX Freq N or W	Tx Tone/ NAC	Mode A, D or M	Remarks
			<b>Logistics</b>	REG C IO CALL	Call channel	\$01CE:3515	0	\$01CE:3515	0	D	In Region Coordination/travel
2			<b>Command</b>	REG C IO 1	Command	\$01CE:3511	0	\$01CE:3511	0		IC Operations
			<b>Reserve</b>	VCALL10	Call channel			155.75250			Coordination
			<b>Reserve</b>	7LAW61	Law Ops						Law Ops
			<b>Tactical</b>	VLAW 31	Law Ops						Law Ops
			<b>Tactical</b>	VTAC36	Law Ops						Law Ops
			<b>Tactical</b>	VTAC37	Law Ops						Law Ops
			<b>Reserve</b>	C LAW 1	Law Ops						Law Ops
12			<b>Logistics</b>	MO IO CALL		\$01CE:10313	0	\$01CE:10313	0		Out of region coordination/travel
13			<b>Logistics</b>	SEMA Common		0.00000	0	0.00000	0		Reg Coord - MO SEOC
14											
15											
16											
17											
18											
19											
20											

Prepared By (Communications Unit)

Incident Location:

Region A through I

MO DPS MO Interoperability Center -Division of Fire Safety - MO DPS OHS Law Mutual Aid

The convention calls for frequency lists to show five digits after the decimal place, followed by either an "N" or a "W", depending on whether the frequency is narrow or wide band.

Mode refers to either "A" or "D" indicating analog or digital (e.g. Project 25) or "M" indicating mixed mode. Use Remarks for any clarifications, to show gateway channels or other information.

All channels are shown as if programmed into a hand held, mobile or control station radio. A Repeater must be programmed with the Rx and Tx reversed. A Base Station is simplex typically.

## Missouri Statewide Interoperable Network (MOSWIN):

Communications within an incident may also be assigned to one or more MOSWIN talk groups. MOSWIN P25 digital trunked interoperable talk groups may be used by emergency responders throughout the State of Missouri for communications for everyday mutual aid response. See MO FOG for standard operating procedures. The following guidelines apply when using MOSWIN per the MOSWIN Interoperable Talk Group Standard Operating Procedures:

- 5.1.1 The Incident Commander (IC) should request an incident be moved to a regional talk group from County All ..... Moving to a regional I/O will allow continuing communications during the emergency incident.\*
- 5.1.2 It will be the responsibility of the IC to collaborate with their primary dispatch center to arrange the movement of the incident to a Regional I/O. It shall be the responsibility of the primary dispatch center to ensure that the regional talk group(s) is available for use.
- 5.1.3 The IC will have the responsibility to establish the COMMAND CHANNEL for the incident. The IC will then assign the Region Fire TAC, Region LAW TAC, or Region Emergency Medical Service (EMS) TAC as the working incident talk group or on scene talk group between units.
- 5.1.4 While en route, outside resources shall communicate on the Region Call or Statewide Call. The resource shall utilize this talk group to communicate with the IC, obtain directions, check in to the incident, and be directed to the appropriate talk group as needed.
  - See Missouri Interoperable Field Operations Guide and contact MOSWIN systems administration.
  - As outlined in NIMS, common terminology for all voice transmissions must be utilized.

## **Appendix D**

### **Supply Checklist**

This is a recommended list of items to consider when deploying.

- Food/Water
- Full uniform and discipline specific gear
- Infectious Disease Control Kit (gloves, goggles, pocket mask, etc.)
- Foul weather gear (coats, rain jackets, etc.)
- Extra underclothing
- Personal toiletry items (soap, shampoo, deodorant, toilet paper, shaving kits, towels)
- Personal medical prescriptions
- Pillow, blanket, sleeping bag
- Eyeglasses/ contacts and solution
- Money
- Identification
- Sunscreen, bug repellent
- Spare battery/ charger for radios and flashlights

In addition each organization sending equipment must provide a means for paying for fuel.

**Appendix E**  
**Mutual Aid Agreement (Template)**

WHEREAS, the jurisdictions/departments of \_\_\_\_\_ and \_\_\_\_\_ have deemed it to be critical to the safe, efficient, and expeditious recovery of their community from the effects of the disaster occurring on \_\_\_\_\_, and as a result of the implementation of the State Law Enforcement Mutual Aid System, enter into this supplemental mutual aid agreement to provide the personnel, equipment, and materials necessary to conduct required life safety response actions; and,

WHEREAS, each party entering into this compact recognizes that this disaster event transcends political jurisdictional boundaries and that intergovernmental coordination is essential in managing this emergency; and,

WHEREAS, each jurisdiction is responsible for responding to an emergency situation and using all available resources to protect the health, safety, and property of the citizens of the affected jurisdiction(s).

WHEREAS, it is desirable and necessary that all available resources of those jurisdictions and their various departments and agencies be made available to respond to this emergency; and,

WHEREAS, Missouri law provides for the execution of such mutual aid agreements among political subdivisions of the State and public safety agencies, as authorized by the respective jurisdiction's elected body.

NOW, THEREFORE, THE MENTIONED JURISDICTIONS DO OFFICIALLY AGREE AS FOLLOWS:

1. \_\_\_\_\_ (Responding Agency) agrees to assist \_\_\_\_\_ (Requesting Agency) by furnishing the necessary equipment, personnel, and/or materials to supplement the requesting agencies resources in conducting disaster related emergency protective actions. It is understood that no party shall be required to unduly deplete its resources in furnishing such assistance. If the Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.
2. This agreement supplements the existing State Law Enforcement Mutual Aid System and that all such relevant processes and procedures identified in that system will be used by all parties to this agreement.
3. It shall be the responsibility of each participating jurisdiction to formulate procedural plans and programs for inter-jurisdiction cooperation and for the effective mobilization and de-mobilization of its resources in the performance of these emergency protective measures.
4. In formulating such plans, and in carrying them out, the party jurisdictions, insofar as practical, shall:
  - a. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and/or critical lifeline equipment, services, and resources, both human and material.
  - b. Provide, to the extent authorized by law, for temporary suspension of any local statutes so that the jurisdiction requested to render mutual aid can take action necessary to provide/make available the resources covered by this agreement in accordance with the terms hereof and the State Law Enforcement Mutual Aid System; provided that it is understood that the jurisdiction rendering aid may withhold resources to the extent necessary to provide reasonable protection for themselves.
5. Documentation of hours worked, equipment used, and materials expended will be maintained by the Responder and provided to the Requestor as required for documentation of eligible expenses and reimbursement. Reimbursement rates will be as identified in Attachment A to this supplemental agreement.

6. It is expressly understood that any mutual aid extended under this agreement is furnished in accordance with Missouri State Statute and other applicable provisions of law. Management of an incident shall remain with the jurisdiction in which the incident occurred. Agencies providing assistance shall assign an agency representative to report to the official in charge/incident commander. The official in charge/incident commander may mission assign responding mutual assistance agencies, but each agency's representative retains supervision of their personnel and resources and may withdraw their resources at any time.
7. The provisions of this agreement shall not limit or restrict the duties and obligations of the State of Missouri to respond to emergencies within the jurisdictional confines of parties to this agreement or for any other jurisdiction that may be impacted by a disaster.
8. The Responder may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requestor without charge or cost. Any two or more party jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions.
9. Each party jurisdiction shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that jurisdiction and representatives of deceased members of such forces in case such members sustain injuries or die as a result of rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.
10. Parties to this agreement will request that personnel and equipment not under their direct authority honor the conditions of this agreement and support calls for assistance in response to a disaster.
11. The Requestor shall indemnify, defend, and hold blameless the Responder arising from the performance of duties in response to an emergency incident pursuant to this agreement. Officers or employees of a party jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be considered agents of the Requestor for tort liability and immunity purposes; and no party jurisdiction or its officers or employees rendering aid in another jurisdiction pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.
12. This agreement shall become effective as to each party when executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this agreement, until the party terminates participation in this agreement. Execution of this agreement shall be as follows:

Jurisdiction/Department
Name (Print)
Position/TITLE
Signature
Date

Jurisdiction/Department
Name (Print)
Position/TITLE
Signature
Date

**Attachment A- Schedule of Reimbursement Rates****LABOR:**

Classification: Rate:

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**EQUIPMENT:**

Item: Rate:

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**MATERIALS:**

Item: Rate:

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(NOTE: Additional pages may be used as necessary. Labor rates should include any applicable fringe benefits. If standard FEMA rates are to be used indicate FEMA Rates in the applicable line.)

## **Appendix F**

### **Statutes**

#### **Mutual-aid agreements--participation in statewide mutual aid system--reimbursement for services provided, benefits.**

44.090. 1. The executive officer of any political subdivision or public safety agency may enter into mutual-aid arrangements or agreements with other public and private agencies within and without the state for reciprocal emergency aid. Such arrangements or agreements shall be consistent with the state disaster plan and program and the provisions of section [70.837](#) and section [320.090](#). In time of emergency it shall be the duty of each local organization for emergency management to render assistance in accordance with the provisions of such mutual-aid arrangements or agreements.

2. Any contracts that are agreed upon may provide for compensation from the parties and other terms that are agreeable to the parties and may be for an indefinite period as long as they include a sixty-day cancellation notice provision by either party. The contracts agreed upon may not be entered into for the purpose of reduction of staffing by either party.

3. At the time of significant emergency such as fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need anywhere within the state or bordering states, the highest ranking official of any political subdivision or public safety agency or their designee may render aid to or request aid from any jurisdiction, agency, or organization even without written agreement, as long as he or she is in accordance with the policies and procedures set forth by the governing boards of those jurisdictions, agencies, or organizations. A public safety need, as used in this section, shall include any event or incident necessitating mutual-aid assistance from another public safety agency.

4. When responding to mutual aid or emergency aid requests, political subdivisions or public safety agencies shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

5. All political subdivisions and public safety agencies within the state are, upon enactment of this legislation or execution of an agreement, automatically a part of the Missouri statewide mutual aid system. A political subdivision within the state may elect not to participate in the statewide mutual aid system upon enacting an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system and by providing a copy of the resolution to the director of the department of public safety or his or her designee.

6. The Missouri mutual aid system shall be administered by the department of public safety, which may authorize any organization to assist in the administration of the mutual aid system. The department of public safety may promulgate rules for this section. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section [536.028](#). This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly under chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2009, shall be invalid and void.

7. For the purpose of this section, public safety agencies shall include, but shall not be limited to, fire service organizations, law enforcement agencies, emergency medical service organizations, public health and medical personnel, emergency management officials, infrastructure departments, public works agencies, and those other agencies, organizations, departments, and specialized emergency response teams that have personnel with special skills or training that are needed to provide services during an emergency, public safety need, or disaster, declared or undeclared.

8. It shall be the responsibility of each political subdivision and public safety agency to adopt and put into practice the National Incident Management System promulgated by the United States Department of Homeland Security.

9. In the event of a disaster or other public safety need that is beyond the capability of local political subdivisions, the local governing authority or public safety agency having jurisdiction may request assistance under this section.

10. Any entity or individual that holds a license, certificate, or other permit issued by a participating political subdivision, public safety agency, or state shall be deemed licensed, certified, or permitted in the requesting political subdivision or public safety agency's jurisdiction for the duration of the emergency or authorized drill.

11. Reimbursement for services rendered under this section shall be in accordance with any local, state and federal guidelines. Any political subdivision or public safety agency providing assistance shall receive appropriate reimbursement according to those guidelines.

12. Applicable benefits normally available to personnel while performing duties for their jurisdiction are also available to such persons when an injury or death occurs when rendering assistance to another political subdivision or public safety agency under this section. Responders shall be eligible for the same state and federal benefits that may be available to them for line-of-duty deaths or injuries, if such services are otherwise provided for within their jurisdiction.

13. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or a public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers' compensation provisions provided to them as employees of their respective political subdivision or public safety agency.

(L. 1951 p. 536 § [26.220](#), Reenacted L. 1953 p. 553, Reenacted L. 1955 p. 607, A.L. 1967 p. 122, A.L. 1998 S.B. 743, A.L. 2003 H.B. 307, A.L. 2005 H.B. 58 merged with S.B. 210, A.L. 2009 H.B. 103)

**44.091. Mutual aid agreements, powers of arrest — law enforcement deemed employee of sending agency — immunity. —** 1. For purposes of this section, the following terms mean:

(1) "**Law enforcement officer**", any public servant having both the power and duty to make arrests for violations of any ordinance or law of this state, and any federal law enforcement officer authorized to carry firearms and to make arrests for violations of the laws of the United States;

(2) "**Requesting entity**", any law enforcement agency or entity within this state empowered by law to maintain a law enforcement agency;

(3) "**Sending agency**", a law enforcement agency that has been requested to provide assistance by a requesting entity.

2. Whenever any law enforcement agency enters into a mutual-aid arrangement or agreement with another entity as provided in section [44.090](#), any law enforcement officer assisting the requesting entity shall have the same powers of arrest as he or she has in his or her own jurisdiction and the same powers of arrest as officers of the requesting entity. Such powers shall be limited to the location where such services are requested to be provided, for the duration of the specific event, and while acting under the direction of the requesting entity's chief law enforcement officer or his or her designee.

3. Any law enforcement officer assisting a requesting entity under a mutual-aid arrangement or agreement under section [44.090](#) shall be deemed an employee of the sending agency and shall be subject to the workers' compensation, overtime, and expense reimbursement provisions provided to him or her as an employee of the sending agency.

4. Any law enforcement officer assisting a requesting entity under a mutual-aid arrangement or agreement under section [44.090](#) shall enjoy the same legal immunities as an officer of the requesting entity, including sovereign immunity, official immunity, and the public duty doctrine.

5. Nothing in this section shall be construed to limit the powers of arrest provided to a law enforcement officer by any other law.

**Mutual aid agreement with Kansas--definitions--requests for assistance--immunity--certification by director, notice to revisor of statutes.**

44.095. 1. As used in this section, the following terms mean:

(1) "Critical incident", an incident that could result in serious physical injury or loss of life;

(2) "Kansas border counties", the counties of Johnson, Leavenworth, Miami, and Wyandotte;

(3) "Law enforcement mutual aid region", the nine counties of the Kansas City Metropolitan area as identified by the Mid-America Regional Council (MARC). Those counties include Kansas border counties and Missouri border counties as defined in this section;

(4) "Missouri border counties", the counties of Platte, Clay, Ray, Jackson and Cass.

2. All law enforcement officers in the law enforcement mutual aid region shall be permitted in critical incidents to respond to lawful requests for aid in any other jurisdiction in the law enforcement mutual aid region.

3. The on-scene incident commander as defined by the National Incident Management System shall have the authority to make a request for assistance in a critical incident and shall be responsible for on-scene management until command authority is transferred to another person.

4. In the event that an officer makes an arrest or apprehension outside his or her home state, the offender shall be delivered to the first officer who is commissioned in the jurisdiction in which the arrest was made.

5. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers' compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the responding agency.

\*6. If the director of the Missouri department of public safety determines that the state of Kansas has enacted legislation or the governor of Kansas has issued an executive order or similar action that permits Kansas border counties to enter into a similar mutual-aid agreement as described under this section, then the director shall execute and deliver to the governor, the speaker of the house of representatives, and the president pro tempore of the senate a written certification of such determination. Upon the execution and delivery of such written certification and the parties receiving such certification providing a unanimous written affirmation, the provisions of this section shall be effective unless otherwise provided by law.

7. The director of the Missouri department of public safety shall notify the revisor of statutes of any changes that would render the provisions of this section effective.

(L. 2014 S.B. 852)

Effective 10-20-16

\*Revisor's Note: On June 27, 2016, a written certification was executed by the Director of the Department of Public Safety certifying that the State of Kansas enacted H.B. 2549, effective April 7, 2016, which permits Kansas border counties to enter into Mutual Aid Agreements similar to the ones specified in this section. Written affirmation of the Director's written certification was provided by the Governor (10/20/16), Speaker of the House of Representatives (8/31/16), and the President Pro Tempore of the Senate (7/19/16).

**44.098. Law enforcement mutual-aid region, critical incidents — request for aid, response, Kansas and Oklahoma — notice to revisor, when (Jasper and Newton counties).** — 1. As used in this section, the following terms mean:

- (1) "**Critical incident**", an incident that could result in serious physical injury or loss of life;
  - (2) "**Kansas border county**", the county of Cherokee;
  - (3) "**Law enforcement mutual-aid region**", the counties of Jasper and Newton, including the Joplin metropolitan area, and the Kansas border county and Oklahoma border counties, as defined in this section;
  - (4) "**Missouri border counties**", the counties of Jasper and Newton;
  - (5) "**Oklahoma border counties**", the counties of Ottawa and Delaware.
2. All law enforcement officers in the law enforcement mutual-aid region shall be permitted in critical incidents to respond to lawful requests for aid in any other jurisdiction in the law enforcement mutual-aid region.
3. The on-scene incident commander, as defined by the National Incident Management System, shall have the authority to make a request for assistance in a critical incident and shall be responsible for on-scene management until command authority is transferred to another person.

4. In the event that an officer makes an arrest or apprehension outside his or her home state, the offender shall be delivered to the first officer who is commissioned in the jurisdiction in which the arrest was made.

5. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers' compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the responding agency.

\*6. If the director of the Missouri department of public safety determines that the state of Kansas has enacted legislation or the governor of Kansas has issued an executive order or similar action that permits the Kansas border county to enter into a similar mutual-aid agreement as described under this section, then the director shall execute and deliver to the governor, the speaker of the house of representatives, and the president pro tempore of the senate a written certification of such determination. Upon the execution and delivery of such written certification and the parties receiving such certification providing a unanimous written affirmation, the provisions of this section shall be effective, unless otherwise provided by law.

\*7. If the director of the Missouri department of public safety determines that the state of Oklahoma has enacted legislation or the governor of Oklahoma has issued an executive order or similar action that permits Oklahoma border counties to enter into a similar mutual-aid agreement as described under this section, then the director shall execute and deliver to the governor, the speaker of the house of representatives, and the president pro tempore of the senate a written certification of such determination. Upon the execution and delivery of such written certification and the parties receiving such certification providing a unanimous written affirmation, the provisions of this section shall be effective, unless otherwise provided by law.

\*8. The director of the Missouri department of public safety shall notify the revisor of statutes of any changes that would render the provisions of this section effective.

(L. 2018 H.B. 1355 merged with S.B. 870)

\*Contingent effective date.

**Political subdivisions may cooperate with each other, with other states, the United States or private persons--tax distribution agreement, authorized for certain counties and cities (Buchanan County and city of St. Joseph; Greene County and city of Springfield).**

70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

2. Any municipality or political subdivision of this state may contract with one or more adjacent municipalities or political subdivisions to share the tax revenues of such cooperating entities that are generated from real property and the improvements constructed thereon, if such real property is located within the boundaries of either or both municipalities or subdivisions and within three thousand feet of a common border of the contracting municipalities or political subdivisions. The purpose of such contract shall be within the scope of powers of each municipality or political subdivision. Municipalities or political subdivisions separated only by a public street, easement, or right-of-way shall be considered to share a common border for purposes of this subsection.

3. Any home rule city with more than seventy-three thousand but fewer than seventy-five thousand inhabitants may contract with any county of the first classification with more than eighty-five thousand nine hundred but fewer than eighty-six thousand inhabitants to share tax revenues for the purpose of promoting tourism and the construction, maintenance, and improvement of convention center and recreational facilities. In the event an agreement for the distribution of tax revenues is entered into between a county of the first classification with more than eighty-five thousand nine hundred but fewer than eighty-six thousand inhabitants and a home rule city with more than seventy-three thousand but fewer than seventy-five thousand inhabitants, then all revenue received from such taxes shall be distributed in accordance with the terms of said agreement. For purposes of this subsection, the term "tax revenues" shall include tax revenues generated from the imposition of a transient guest tax imposed under the provisions of section [67.1361](#).

4. If any contract or cooperative action entered into under this section is between a municipality or political subdivision and an elective or appointive official of another municipality or political subdivision, such contract or cooperative action shall be approved by the governing body of the unit of government in which such elective or appointive official resides.

5. In the event an agreement for the distribution of tax revenues is entered into between a county of the first classification without a charter form of government and a constitutional charter city with a population of more than one hundred forty thousand that is located in said county prior to a vote to authorize the imposition of such tax, then all revenue received from such tax shall be distributed in accordance with said agreement for so long as the tax remains in effect or until the agreement is modified by mutual agreement of the parties.

**Emergencies--public safety agencies may provide aid to other public safety agencies in state and bordering states.**

70.837. 1. In addition to the emergency aid powers prescribed for municipal fire departments, fire protection associations and volunteer fire protection associations under section [320.090](#), any public safety agency, including, but not limited to, any emergency medical service, political subdivision police department, county sheriff's department, political subdivision emergency management unit or department formed pursuant to chapter 44, political subdivision

public works department, or public or private contractors of any of such public safety agency may provide assistance to any other public safety agency in the state or in a bordering state at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster. The chief or highest ranking officer of the public safety agency may render aid to any requesting agency as long as he is acting in accordance with the policies and procedures set forth by the governing body of that public safety agency.

2. When responding on emergency aid requests, a public safety agency and any public or private contractors of any such public safety agency shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

(L. 1992 H.B. 953 merged with S.B. 481)

**Political subdivisions and boards of police commissioners of St. Louis and Kansas City may contract to provide police services for other political subdivisions--powers of arrest and immunity--definitions.**

70.815. 1. As used in this section:

(1) "Governing body" means the board, body, council, or persons in which the powers of a political subdivision as a body corporate, or otherwise, are vested;

(2) "Political subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

2. The governing body of any political subdivision may by ordinance, order or other ruling enter into a contract or agreement with any other political subdivision, with the board of police established by section [84.020](#) or with the board of police commissioners established by section [84.350](#) for the provision of police services by one political subdivision to another on request. The scope of the agreement may be general or specific, and may or may not provide for compensation for such services. Officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction.

(L. 1985 H.B. 460 § 1, A.L. 1987 S.B. 372)

**Immunities and liabilities of officers.**

70.290. All officers acting under the authority of the municipality or political subdivision pursuant to such agreement or cooperative action under the provisions of sections [70.210](#) to [70.320](#) shall be deemed to be acting for a governmental purpose and shall enjoy all the immunities and shall be subject to the same liabilities which they would have within their own territorial limits.

(L. 1947 V. I p. 401 § 7403g)

**Authority of peace officers to respond to emergencies outside jurisdiction--definitions--authority of certain peace officers--authority of federal law enforcement officers.**

70.820. 1. Any law enforcement officer as defined by section [556.061](#), full-time peace officer as defined by section [590.100](#), of a county or a full-time peace officer of any political subdivision who is certified pursuant to chapter 590, or a chief executive officer as defined by section [590.100](#), of a county or any political subdivision, certified pursuant to chapter 590 shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer's authority is derived. This section does not apply to any peace officer certified pursuant to subsection 6 of section 590.105.

2. Before a peace officer shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which the officer's authority is derived pursuant to subsection 1 of this section, the authority shall be first authorized by ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives such officer's authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring and by the board of police established by section [84.020](#) or by the board of police commissioners established by section [84.350](#) if the officer derives his authority from either board or if the emergency situation is alleged to be occurring within the jurisdiction of either board.

3. As used in this section, "emergency situation" means any situation in which the law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest and such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of an officer or governmental officer of the political subdivision in which the emergency situation is alleged to be occurring.

4. As used in this section, "response" shall mean to take any and all action which the officer may lawfully take as if exercising his powers within his own jurisdiction.

5. In addition to the emergency response powers prescribed in subsection 1 of this section, any peace officer of a county of the first classification with a charter form of government, or any peace officer of any political subdivision within any county of the first classification with a charter form of government, or any peace officer of any city not within a county, who has completed the basic peace training program pursuant to chapter 590 may arrest persons who violate any provision of state law within the boundaries of any county of the first classification or of any city not within a county.

6. In addition to the powers prescribed in subsections 1 and 5 of this section, section [544.216](#), and any other arrest powers, a law enforcement officer or federal law enforcement officer as defined in subsection 8 of this section, may arrest on view, and without a warrant, at any place within this state, any person the officer sees asserting physical force or using forcible compulsion for the purpose of causing or creating a substantial risk of death or serious physical injury to any person or any person the officer sees committing a dangerous felony as defined in section [556.061](#). Any such action shall be deemed to be within the scope of the officer's employment.

7. To provide assistance to law enforcement officers, a federal law enforcement officer shall have the same authority as a law enforcement officer where:

(1) The federal law enforcement officer is rendering assistance at the request of any law enforcement officer of this state; or

(2) The federal law enforcement officer is effecting an arrest or providing assistance as part of a bona fide task force or joint investigation in which law enforcement officers of this state are participating.

8. A federal law enforcement officer is a person employed by the United States government who is empowered to effect an arrest with or without a warrant for violation of the United States Code and who is authorized to carry a firearm in the performance of the person's official duties as a federal law enforcement officer and includes a law enforcement officer as defined in section [556.061](#).

(L. 1986 S.B. 450 § 19, A.L. 1987 S.B. 372, A.L. 1994 S.B. 475, A.L. 1997 H.B. 69 & 179 & H.B. 669)

**Appendix G  
ICS Forms  
204 and 214**





## **Appendix H**

### **Mutual Aid Drone Use**

Law enforcement drone operations in support of mutual aid should adhere to the following guidelines;

1. The drone operator must be licensed in accordance with FAA Small UAS Rule (part 107).
2. The agency supplying the drone and/or operator for mutual aid purposes should have policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties. These policies and procedures should conform to the Presidential Memorandum, Memorandum on Promoting Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems.
3. The agency supplying the drone and/or operator should be in compliance with the Privacy Act of 1974 (5 U.S.C. 552a) (the "Privacy Act").
4. The agency supplying the drone and/or operator will operate under their existing policies and procedures. Information collected and disseminated via the drone use should be in accordance with the records retention policy of the agency supplying the drone.
5. Any use of drones purchased with Homeland Security funds will follow the rules and guidelines promulgated by the Missouri Department of Public Safety, Office of Homeland Security and the U.S. Department of Homeland Security.