

The Greater Metropolitan Washington Area Police Mutual Aid Operational Plan

Approved by the Police Chiefs' Committee Metropolitan Washington Council of Governments

> May 15, 2007 Updated September 2013 FINAL DRAFT February 2021

TABLE OF CONTENTS

- I. PREFACE
- **II. DEFINITIONS**
- III. REQUESTING MUTUALAID
- IV. IMPLEMENTATION AND DEPLOYMENT
- V. OPERATIONS COMMAND ANDCONTROL
- VI. COMMUNICATIONS
- VII. AMENDMENT OR ADDITION OFPARTIES
- VIII. DISTRIBUTION POLICY
- IX. CHANGES TO THE OPERATIONALPLAN
- X. SIGNATURESECTION

APPENDIX

A. IDENTIFICATION OF FUNCTIONAL AREAS ANDPERSONNEL

Change Log

Date	Description	
6/7/17	Updated LCSO Contacts, per LCSO request Updated other contacts as	
	identified from Committee Rosters for ACPD, Fairfax City PD, Falls	
	Church PD, Manassas PD, MPD, MCPD, ICE WFO	
8/2020-2/2021	Significant contextual updates to the entire document. Formatting changes	
	throughout the document. Updated contacts in signature section.	

I. PREFACE

This Police Mutual Aid Operations Plan (MAOP) effectuates provisions of the National Capital Region Mutual Aid Agreement, entered into by local governments, quasi-governmental entities, and states in the Metropolitan Washington Area, and effective December 15, 2005. The National Capital Region Mutual Aid Agreement (NCR MAA/Agreement) was authorized by the Intelligence Reform and Terrorism Protection Act of 2004, Act of Dec. 17, 2004, Pub. L. 108-458, Title VII, Subtitle C, § 7302, 118 Stat. 3840, as provided by § 7308 of such Act (the Act). The parties to the NCR MAA intend that any activity taken under this MAOP, and any action or inaction implementing or relating to such activity, is within the purview of the NCR MAA, and subject to the authorities and protections of P.L. 108-458. Authority for development, execution, and utilization of this MAOP and actions hereunder is set forth in Section 5 of the NCR MAA.

It shall be the duty of each signatory participant and Parties to ensure that individuals discharging functions and responsibilities on behalf of the jurisdiction or Party, whether requesting assistance under this MAOP or receiving and authorizing responses to such requests, have been properly delegated authority to do so by the chief operating officer or other authorized representative of the jurisdiction or Party specified in the Act.

It is the intent of this MAOP to ensure the highest degree of understanding and trust, and fullest cooperation among law enforcement agencies in the National Capital Region (NCR/Region). Such cooperation will ensure the maintenance of good order, public safety, and the protection of life and property within the Region during an emergency or public service event that requires law enforcement assistance beyond the capacity of a single Participant.

The MAOP intends to create and describe relationships and to provide general direction and guidance rather than specify the operations of responding agencies. Therefore, although all functions and responsibilities under this MAOP may be assigned to employees or units of multiple jurisdictions or Participants, it remains the duty of the Affected Jurisdiction to coordinate the appropriate tasks necessary to mitigate the emergency or public service event.

This MAOP does not prevent any of the Parties from entering into cooperative agreements with any other entity for mutual cooperation during normal, day-to-day operations. However, mutual aid or assistance provided between or among jurisdictions and Parties to the NCR MAA is presumed to be requested and provided pursuant to that Agreement unless otherwise affirmatively stated at the time of the request or the response.

The Parties to the NCR MAA and the Participants in this MAOP intend that the procedures set forth in this Plan and actions taken hereunder reflect the definitions, procedures, and directives of the National Incident Management System (NIMS), as it may be amended from time to time. Where definitions, procedures, or directives specified by this MAOP differ from those set forth in NIMS, this Plan will govern and control.

It is the intent of the Participants of this MAOP that this Plan is not subject to federal or state Freedom of Information Act/public records disclosure requirements, under applicable law enforcement, emergency management, and anti-terrorism exceptions. It is incumbent upon all Participants to ensure that all personnel affected by this MAOP receive training and have qualifications necessary to perform the functions outlined within.

II. **DEFINITIONS**

Terms used in this MAOP will be defined as used in common contextual English or as follows. Some of the terms are defined differently by the Act and NIMS. The Act definitions will be used for purposes of this MAOP:

AFFECTED JURISDICTION - The political jurisdiction (state or locality) in which an emergency or public service event is occurring, or which is expected to occur. This jurisdiction may also be referred to as the "Incident Jurisdiction." When a request for assistance hereunder has been made the Affected Jurisdiction may also be referred to as the "Requesting Jurisdiction." Where the Affected Jurisdiction is property under federal or state jurisdiction, the underlying political jurisdiction shall also be considered the Affected Jurisdiction.

ASSISTING AGENCY - An agency or jurisdiction that is providing assistance to an Affected Jurisdiction under the authority and procedures of the NCR MAA or this MAOP or both. An Assisting Agency may be referred to as a "Responding Agency" or "Responding Jurisdiction."

AUTHORIZED REPRESENTATIVE OF THE FEDERAL GOVERNMENT- Any individual or individuals designated by the President with respect to the executive branch, the Chief Justice with respect to the Federal judiciary, or the President of the Senate and Speaker of the House of Representatives with respect to Congress, or their designees, to request assistance under a mutual aid agreement for an emergency or public service event. (*Defined by the Act, Pub. L. 108- 458, Section7302.*)

CHIEF OPERATING OFFICER- The official designated by law to declare an emergency in and for the locality/jurisdiction of that chief operating officer. (*Defined by the Act, Pub. L. 108-458, Section 7302.*)

EMERGENCY- A major disaster or emergency declared by the President, or a state of emergency declared by the Mayor of the District of Columbia, the Governor of the State of Maryland or the Commonwealth of Virginia, or the declaration of a local emergency by the chief operating officer of a locality, or their designees, that triggers mutual aid under the terms of a mutual aid agreement. (*Defined by the Act, Pub. L. 108-458, Section 7302. Note, this definition of "emergency" differs from that utilized in NIMS.*)

EMPLOYEE- The employee(s) of the Party, including its agents or authorized volunteers, who are committed under the NCR MAA and this MAOP to prepare for or who respond with mutual aid to an emergency or public service event. (*Defined by the Act, Pub. L. 108-458, Section7302.*

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-5 (HSPD-5) - The Presidential directive issued on February 28, 2003 and intended to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system (i.e. NIMS).

INCIDENT JURISDICTION - See Affected Jurisdiction.

INTELLIGENCE REFORM ACT/ACT - The Intelligence Reform and Terrorism Protection Act of 2004, Pub. L. 108-458, Section 7302, 118 Stat. 3638, 3840 (Act), as it may be amended from time to time.

LOCALITY- A county, city, or town within the State of Maryland or the Commonwealth of Virginia and within the National Capital Region. (*Defined by the Act, Pub. L. 108-458, Section 7302. Note, "locality" as used herein differs from the NIMS definition of "local government."*)

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (MWCOG or COG) – A regional organization composed of 24 local governments in the National Capital Region, members of the Maryland and Virginia legislatures, the U.S. Senate and the U.S. House of Representatives. COG's Department of Homeland Security and Public Safety coordinates efforts of the NCR homeland security and public safety community, including the Police Chiefs Committee, to build a safer and more secure region.

MUTUAL AID AGREEMENT- An agreement, authorized under Section 7302 of the Act, for the provision of police, fire, rescue, and other public safety and health or medical services to any party to the agreement during a public service event, an emergency, or pre-planned training event. (*Defined by the Act, Pub. L. 108-458, Section 7302. Note, differs from the NIMS definition of "mutual aid agreement."*[*Prior agreements for mutual assistance in time of emergency, or other joint powers agreements that are not intended to implement the Act, will not be referred to as mutual aid agreements. Rather they may be referred to as mutual assistance agreements, supplementary mutual aid agreements, or just agreements or memoranda of understanding.*]In addition to the Act, Participants Jurisdictions may have specific state or local authority to enter into mutual aid agreements.)

NATIONAL CAPITAL REGION OR REGION (NCR)- The area defined under Section 2674(f)(2) of Title 10, United States Code, and those counties with a border abutting that area and any municipalities therein. (*Defined by the Act, Pub. L. 108- 458, Section 7302.* Note, this definition differs geographically from the existing COG footprint derived historically from the Standard Metropolitan Area definition of the Department of Commerce, from that utilized by the National Capital Area Transportation Planning Board, or that defined by the Environmental Protection Agency for Clean Air Act compliance.)

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) - A system mandated by HSPD-5 that provides a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and

recover from domestic incidents, regardless of cause, size, or complexity. Its provisions are documented in FEMA National Incident Management System, Third Edition October 2017, as amended. NIMS includes utilization of the defined Incident Command System (ICS) which describes specific operational relationships in management of an incident, including designation of an Incident Commander (IC) and supporting staff structure. NOTICE - Any communication required to be given by this MAOP and made according to *Section III* of this Plan.

PARTICIPANT – Any locality, quasi-governmental agency, state, or federal entity, or any agency thereof, that has executed this MAOP. See SIGNATORYAGENCY.

PARTY- The State of Maryland, the Commonwealth of Virginia, the District of Columbia, and any of the localities who are parties to the NCR MAA pursuant to Section 7302 of the Act]. (*Defined by the Act*, *Pub. L. 108-458, Section7302.*)

PUBLIC SERVICE EVENT —

(A) Any undeclared emergency, incident, or situation in preparation for or response to which the Mayor of the District of Columbia, an authorized representative of the Federal Government, the Governor of the State of Maryland, the Governor of the Commonwealth of Virginia, or the chief operating officer of a locality in the National Capital Region, or their designees, requests or provides assistance under the NCR MAA within the National Capital Region; and

(B) Includes Presidential inaugurations, public gatherings, demonstrations and protests, and law enforcement, fire, rescue, emergency health and medical services, transportation, communications, public works and engineering, mass care, and other support that require human resources, equipment, facilities, or services supplemental to or greater than the requesting jurisdiction can provide. (*Defined by the Act, Pub. L. 108-458, Section 7302. Note, differs from the NIMS definition of "public service event."*)

REQUESTING JURISDICTION - See Affected Jurisdiction.

RESPONDING AGENCY - See Assisting Agency.

RESPONDING JURISDICTION - See Responding Agency.

SIGNATORY AGENCY - A jurisdiction, or a governmental or quasi-governmental department or agency that has executed this MAOP. See PARTICIPANT.

SIGNATORY JURISDICTION - A jurisdiction that has executed the NCR MAA. See PARTY.

STATE- The State of Maryland, the Commonwealth of Virginia, and the District of Columbia. (Defined by the Act, Pub. L. 108-458, Section 7302. Note, differs from the NIMS definition of "state.")

TRAINING- Emergency and public service event-related exercises, testing, or other activities using equipment and personnel to simulate performance of any aspect of the LAW ENFORCEMENT SENSITIVE-DO NO DISTRIBUTE

giving or receiving of aid by National Capital Region jurisdictions during emergencies or public service events, such actions occurring outside actual emergency or public service event periods. (*Defined by the Act, Pub. L. 108-458, Section 7302.*)

III. REQUESTING MUTUALAID

A. CRITERIA AND GENERALPROCEDURE

- 1. ESTABLISHMENT OF NEED. An emergency or public service event shall exist, and the Affected Jurisdiction shall have committed or shall have foreseen the need to supplement its available resources.
- 2. ESTABLISHMENT OF PROCEDURE. The following general procedure shall apply to all requests for assistance under this MAOP. The failure to comply with any aspect of this procedure for requesting assistance does not mean that a response is unauthorized, but may result in the termination of assistance before the stated purpose is accomplished.
- 3. DESIGNATION OF AUTHORIZED POSITION(S). Each Participant which is a party to the NCR MAA shall designate an authorized position, individual, or designee to request assistance under this MAOP, and may receive and authorize responses to requests for assistance. This includes signatories of the NCR MAA, and federal law enforcement agencies which are not specifically identified, but authorized under the Act. Such designation shall be in writing, by the Participant's signatory to this MAOP, or their successor, and will contain, insofar as reasonable, position title(s), name of such individuals, and contact information. This designation shall be communicated to all Participants to this Plan and to COG. COG will maintain a current listing of all authorized individuals and will make that list available electronically to all Participants.
- 4. MODIFICATION OF DESIGNATION. A Participant may change the designation of authorized positions, individuals, or designees for this MAOP at any time, by following the procedure set forth in paragraph 3, above. Unless otherwise specified, the new designation will be understood to revoke any previous designations and grant full authorization to the newly designated position, individual, or designee to request any form of assistance under this MAOP and/or to authorize response to any request for assistance under this Plan.
- 5. COMMUNICATION OF REQUEST. The request for assistance may be communicated in any manner unless otherwise limited or specified in this MAOP. Oral requests should be confirmed in writing as soon as practicable under the circumstances. Only in exigent circumstances will automatic mutual aid be authorized under this Plan, requiring an emergency or public service event with catastrophic impact, and regional or national consequences. An additional exception for

automatic mutual aid is insituations where neighboring Participants have agreed to, and regularly provide, mutual aid in the daily occurrence and response to criminal activity across jurisdictional borders.

- 6. COMMUNICATION OF RESPONSE AUTHORIZATION. Mutual aid is voluntary for Participants in this Plan and supports requests for resources (personnel or equipment) to address a need during training, a public service event, or an emergency. The Participant receiving the request should consider the circumstances of the Affected Jurisdiction and the capacity of the Participant Agency to provide the requested assistance. It should communicate to the Requesting Jurisdiction whether or not it is able to provide any or all of the requested assistance, the scope of the assistance which can be provided, and the estimated time availability of any such response. Response authorizations may be oral, but should be confirmed in writing as soon as practicable under the circumstances.
- 7. TERMINATION OF A REQUEST. The assistance may be terminated prior to the completion of the service requested by either the Requesting Jurisdiction or Responding Agency at any time. Formal release of assistance shall be authorized by the Incident Commander, Unified Command, or other appropriate authority to ensure an orderly and safe transition for both assisting employees and the remaining resources in the Affected Jurisdiction. Termination of mutual aid can be communicated orally to the Incident Commander by the authorized position from the Assisting Jurisdiction, but written notice of mutual aid termination shall also be communicated as soon as practical.

B. SPECIFICMUTUAL AID REQUEST PROCEDURES

- 1. The authorized position (most commonly the Chief of Police, a Chief Administrative Officer, or their designee) of any Signatory Participant can determine the need for additional assistance when a public service event or emergency occurs.
- 2. The following procedure is for a mutual aid request during a nonotice public service event or emergency:
 - a) An oral notice for assistance shall be made by either personal conversation or telephone call and subsequently be verified by hard-copy telecommunications messages (facsimile, e-mail, teletype, etc.) initiated by the authorized position, individual, or designee.
 - b) Requests for assistance shall include:

- (i) The name, position, phone number of the individual making the request, or the designated point of contact's phone number;
- (ii) The nature and location of the emergency or public service event;
- (iii) The number of personnel requested and whether specialized personnel are needed; and/or
- (iv) The type(s) of equipment or other resources needed;
- (v) The name, rank, and phone number of the individual to whom assisting employees shall report;
- (vi) The location where responding units should report (and if pre-arranged event – the date and time of reporting).
- 3. Regional training, or other large pre-planned events, such as inaugurations that usually have substantial time between the request date and the event date, will follow all procedures cited in paragraph 2 above. Additional authorization may be required as determined by the Assisting Agency's internal protocols.
- 4. Assisting Agencies shall confirm the request for assistance verbally by personal conversation or telephone call and, subsequently, as soon as practicable under the circumstances, in writing by email, memo, MOU, or interagency agreement signed by an authorized individual. No Assisting Agency shall send assistance unless requested to do so by the Affected Jurisdiction.
- 5. Because the goal of the MAA and this Plan is to promote coordination of law enforcement mutual aid in the region, all Participants shall commit to the following stipulations and notifications to the extent possible, and as soon as possible.
 - a) If the Participant requiring assistance is a signatory to this MAOP, but not a party to the NCR MAA, the Participant agency will first request assistance of the Participant(s) in which jurisdiction(s) the emergency or public service event occurs. (e.g., a federal agency to the District of Columbia MPD, or in some cases, a municipality to the County's law enforcement).

(i) The authorized individual or designee of that Participant(s), if additional assistance is required, can LAW ENFORCEMENT SENSITIVE-DO NO DISTRIBUTE act as the Requesting Jurisdiction for such additional assistance, but is not required to, and will follow the requirements of this section.

- b) Should the initial request from the Participant be partially filled, or not feasibly fulfilled due to resource constraints or other exigent circumstances, by the Affected Jurisdiction, the Participant requesting assistance can then ask for mutual aid outside of the Affected Jurisdiction.
- c) This Plan does not direct how federal agencies request and receive mutual aid from other federal agencies.
- 6. Prior to the expiration of requested assistance, the Affected Jurisdiction may request additional mutual aid from already Assisting Agencies. This request must be made prior to the original expiration of assistance and with reasonable time allowed for the Assisting Agency to confirm or deny. The Assisting Agency shall also respond within a reasonable time considering the Affected Jurisdiction's circumstances. This request should again follow the same procedures outlined in paragraph 2 of this section.
- 7. Formal release of assistance shall be authorized and coordinated through the Incident Commander, Unified Command, or other appropriate authority to ensure an orderly and safe transition for both assisting employees and the remaining resources in the Affected Jurisdiction. Termination of a mutual aid request prior to the requested time shall be conducted in the same manner as the initiating request first by verbal confirmation, followed by hard-copy communication (email, MOU, interagency agreement, etc.).
- 8. Reimbursement of mutual aid resources can be included during the initial request and confirmation of the assistance or be determined after the emergency or public service event has concluded. This responsibility falls upon the authorized position, individuals, or designees in both the Affected Jurisdiction and the Assisting Jurisdiction.

C. TRAINING REQUIREMENTS

- 1. The authorized positions, individuals, and designees shall have appropriate training in the legal authority, intent, and implementation of this MAOP. It is incumbent on the Participants of this MAOP to ensure all current and incoming personnel affected by this Plan be trained appropriately for their position and authority.
- 2. Appropriate training shall include, but not be limited to, the NIMS Training Program and the ICS baseline trainings courses, advanced

ICS courses for Incident Commanders or members of Unified Command, and for command staff positions – position-specific ICS training courses. It is incumbent on the Participants of this MAOP to ensure personnel have had the appropriate training for their position.

3. Regional training related to exercises, testing, or other regional activities using equipment and personnel to simulate performance of any aspect of the giving or receiving of aid by NCR jurisdictions during emergencies or public service events, is highly encouraged and authorized under this Plan. Police training coordinators shall abide by this MAOP and strive to ensure the necessary pre-requisite training has been completed by personnel prior to a regional training or exercise.

IV. **IMPLEMENTATION ANDDEPLOYMENT**

USE OF PERSONNEL Α.

- 1. The Responding Jurisdiction Assisting Employees shall be under the command and control of the Incident Commander, Unified Command, or ranking officer deployed with Assisting Employees.
- 2. Whenever possible, Assisting Employees shall be deployed as integral units under their own supervisor. If such deployment is not possible, the Assisting Employees shall be deployed as members of a team with officers of the Affected Jurisdiction. If neither of these procedures are possible, the Incident Commander will determine the deployment.
- 3. The nature of the emergency or public service event will determine how the Assisting Employees will be utilized. In general, the Assisting Employees generally should be deployed as supporting units.

B. **ORDERS**

- 1. Orders will be directed by the Incident Commander in accordance with NIMS and the ICS.
- 2. Assisting Employees will comply with all lawful orders issued under the authority of the Incident Commander, Unified Command, or deployed ranking officer. The deployed ranking officer can participate in Unified Command to ensure Assisting Employees obey Incident Operations Plan and to ensure Assisting Employees are not tasked outside the scope of the assistance they were requested to provide.
- 3. No orders shall knowingly be issued that would require Assisting Employees to commit an illegal act. Assisting Employees will not obey any order which they know would require them to commit any illegal acts. Responsibility for the justification of refusal to obey any order rests with the refusing individual.
- 4. When any order conflicts with a previously issued order or directive, or with a departmental rule, regulation, or directive of the Assisting Employee's agency, the conflict should be respectfully brought to the attention of the issuing officer or ranking officer.
- 5. Attempts to resolve conflicts between orders should be made, when possible, between the Parties involved, including Incident Command.

If necessary, summoning individuals from respective agencies higher in rank from both parties, can be used to resolve any order conflicts. If the conflict cannot be resolved and the conflicting order is not rescinded, the previously issued order shall stand.

- 6. Incident Command can refuse or otherwise cancel a mutual aid resource if that unit is not operating appropriately within the Incident Operations Plan or scope of the requesting assistance. This can include unsafe or otherwise unacceptable behavior or acts.
- 7. The demobilization of assistance, or if the need arises to extract resources during an operational period, will be done in an orderly and systematic fashion, in coordination with Incident Command, to ensure the safety of assisting employees, as well as the remaining resources in the Affected Jurisdiction. Oral and written notification shall be provided to the Incident Commander by the Authorized Position from the Assisting Jurisdiction prior to the removal of resources.

C. GENERALREGULATIONS

- 1. Evidence and recovered property shall be processed in accordance with the established procedures of the Incident Jurisdiction.
- 2. Responsibility for the investigation of any criminal act(s) related to the emergency or public service event shall rest with the Affected Jurisdiction unless state or federal law dictates otherwise. (This does not prevent the use of Assisting Employees in conducting or assisting in the investigation.)
- 3. Release of all information related to the emergency or public service event shall be the responsibility of the Affected Jurisdiction by means of its Public Information Officer. Other officials or employees shall not give statements to any media representative unless authorized by the Public Information Officer or Incident Commander. Assisting Agency officials or employees shall defer to the Affected Jurisdiction's Public Information Officer as the incident's lead public information provider, but are not precluded from giving statements to any media representative if determined by an Assisting Agency to be in the public interest of the Assisting Agency.
- 4. Disposition of deceased persons shall be governed by the laws of the Affected Jurisdiction unless other disposition is dictated by state or federal law.
- 5. Deadly force by employees of Assisting Jurisdictions and Agencies shall be used only when necessary to prevent death or serious bodily

harm to any person.

- 6. Responsibility for the criminal investigation of the use of deadly force shall rest with the Incident Jurisdiction, unless the involved agency normally has concurrent jurisdiction. In an incident where an Assisting Employee is involved, the Assisting Jurisdiction will take the lead in the administrative investigation. That administrative investigation can run parallel with or at the conclusion of the criminal investigation.
- 7. Emergency Medical Services shall be provided in conformity with the National Capital Region Mutual Aid - Fire & Rescue Services Mutual Aid Operational Plan.

V. OPERATIONS COMMAND ANDCONTROL

A. FIRST UNIT ON THESCENE

Regardless of the location, nature, and extent of the emergency or public service event, the law enforcement officer to arrive on the scene shall have initial command and control authority, consistent with ICS and shall:

- 1. Immediately notify their agency via his/her communications network, advising that they are on the scene of an actual or potential emergency or public service event. If the officer is outside their jurisdiction, they shall request that a law enforcement officer be dispatched to the scene from the Incident Jurisdiction;
- 2. Assess the emergency or public service event, direct all subsequent arriving assistance, establish a preliminary command post, give the exact location of the preliminary command post to his/her communications network, and maintain command and control of the emergency or public service event location until relieved of command by competent authority; and
- 3. Document all Responding Jurisdictions and Assisting Employees, and their assigned responsibilities.

B. AFFECTEDJURISDICTIONALRESPONSIBILITY

- 1. The Affected Jurisdiction will have command and control authority. If the first responding unit is not from the Affected Jurisdiction, command and control authority shall be rapidly and expediently transferred to authorized personnel of the Affected Jurisdiction.
- 2. Upon arrival of the first unit on scene, that individual shall automatically relinquish command of the emergency or public service event by:
 - a) Advising their communications network of the name, title, and agency of the appropriate relieving jurisdictional public safety official; and
 - b) Apprising the jurisdictional public safety official of the nature and current status of the emergency or public service event, and of all actions taken prior to their arrival.
- 3. Upon assuming command of an emergency or public service event from the initial unit on scene, the Affected Jurisdiction's law enforcement officer shall:

- a) Assume the role of the Incident Commander, receive incident brief; and
- b) Announce their name, title, agency designation, and command post location.
- 4. In accordance with the Incident Command System protocols, change of command will be accomplished by announcing the name, title, and agency designation of the oncoming Incident Commander.

Subsequent changes of command will be announced, giving the name, title, and agency designation of the oncoming Incident Commander. Any change in Command Post location will also be announced.

C. MULTI-JURISDICTIONALRESPONSIBILITY

- 1. Where jurisdictional boundaries are uncertain, overlapping, two or more jurisdictions are affected, or doubt exists as to the ultimate responsibility for command, Unified Command shall be established, and if the jurisdiction is overlapping, the other overlapping jurisdictions shall be notified as soon as possible.
- 2. Unified Command allows incident commanders from agencies with different legal, geographic, or functional authorities and responsibilities to come together to coordinate and effective response. This consensus drive approach allows for a single set of objectives be developed for an incident, a collaborative approach to response can be established, and communication of tasks comes from one entity and incident command post.
- 3. If issues related to command and control authority cannot be reconciled among chief public safety officials, the principal elected or appointed officials of the Affected Jurisdictions shall be responsible for its resolution.

VI. COMMUNICATIONS

A. COMMON COMMUNICATIONSPRINCIPLES

- 1. Once an emergency or public service event has been announced, jurisdictions and other signatory agencies will refrain from using Police Mutual Aid Radio System (PMARS) Operational channels. (Exception: Base station to base station communications directly related to the emergency.) The Affected Jurisdiction can utilize the appropriate mutual aid frequency to inform the region and mobilize the appropriate responses. Alternative methods will be used for nonemergency traffic, such as other radio channels or telephone lines. If alternative methods are unworkable, an agency needing to use the mutual aid channel shall contact the Affected Jurisdiction for approval.
- 2. Any response to the disaster shall be requested specifically by the Affected Jurisdiction through the use of local or regional land mobile radio and communication systems.
- 3. The Area Communications Circuit (GP-4285) of the National Alert Warning System shall not be used for general allpurpose assistance calls in the event of an emergency. It is a back-up system only and should not be used as part of the primary alert.
- 4. All communications will be conducted utilizing plain language.
- 5. All Responding Jurisdictions shall use the radio channel or talk group as assigned by the Requesting Jurisdiction or by the Incident Commander.
- 6. The Affected Jurisdiction shall provide information on access routes, staging area, the identity of the Incident Commander, and any change in the Incident Commander or location of the Command Post, to the Responding Jurisdictions.

B. LAW ENFORCEMENT COMMUNICATIONSPROCEDURES

- The Police Mutual Aid Radio System (PMARS 806.3625/ 851.3625 MHz) shall be the primary means for notification and alert and requests for assistance in the event of an emergency or a public service event.
- 2. If the determination is made that the PMARS frequency is needed for emergency operations, control shall be obtained through the initiation of an "All Call" followed by the announcement:

"Attention all Stations, (Jurisdiction) has an emergency and requests control of the PMARS channel."

- 3. This will alert all other stations to undertake the following activities:
 - a) Monitor radio traffic on the PMARS channel for participation in the incident;
 - b) Render assistance only at the request of the Affected Jurisdiction; and
 - c) Refrain from using the PMARS channel until the Affected Jurisdiction has released the channel, except in the case of direct involvement in the incident, or for inter-jurisdictional emergency traffic. Alternative methods can be used for nondisaster or routine intra-jurisdictional traffic, such as other radio channels or telephone lines.
- 4. The Affected Jurisdiction shall make every effort to release control of the channel as soon as is practicable utilizing an "All Call" and the following announcement:

"Attention all Stations, (Jurisdiction) is releasing control of the PMARS channel; all stations resume normal use of the channel."

Note: More detailed information is provided in the PMARS Manuals.

VII. AMENDMENT OR ADDITION OFPARTIES

Additional parties may become Signatories to this MAOP after (1) the proposed Signatory Agency provides the information required in this Plan and (2) the proposed Signatory Agency executes a copy of the Plan, as it may have been amended at the time of execution, and gives the original executed copy to COG. COG will then send a copy to every other Signatory.

This Plan may be amended with the consent of a majority of the Signatory Agencies. If any Signatory Agency does not agree to an amendment approved by a majority of the Signatories hereto, it shall notify COG and all Signatories of its refusal in writing. Its obligations and opportunities hereunder terminate 30 days after such notice, but the notice does not affect the amendment or terminate the Plan among the other Signatory Agencies.

Any Signatory Agency may withdraw from the MAOP no sooner than 30 days after giving written notice to each other Signatory agency. This notice will not terminate the Plan among the other Signatory Agencies.

Each of the individuals signing this MAOP represents that he or she is authorized to agree to the provisions and make the representations contained in this Plan, including any Appendices provided by that jurisdiction at the time of execution, and to execute it on behalf of their jurisdiction.

VIII. DISTRIBUTION POLICY

Upon execution of this MAOP, the Signatories and Participants will have access to a digital version, and COG can distribute to authorized personnel via email. Participating Jurisdictions shall determine how to appropriately distribute this Plan internally within their jurisdiction. This MAOP and its appendices, although not classified, contain public safety sensitive information, and operational procedures which are not to be released. COG will maintain not only this MAOP to include the signatories, but also the authorized point of contact list, resource list, and any other appendices or tactical plans as determined necessary by the COG Police Chiefs Committee.

IX. CHANGES TO THE PLAN

- A. Changes, including additions and deletions to this MAOP or its appendices, must be proposed in writing at a meeting of the COG Police Chiefs Committee.
- B. A 60-day period shall be provided for review by all Signatories.
- C. Each Signatory shall transmit his/her agreement or disagreement with the proposed change by the end of the 60-day review period.
- D. After the 60-day review period and at the next scheduled Police Chiefs Committee meeting, the proposed changes shall be reviewed and approved, through consensus, by a quorum of the Committee. The quorum must consist of a majority share of the Police Chiefs representing the 24 local jurisdictions within COG.

X. SIGNATURESECTION

City of Alexandria

----------Michael Brown Date **Police Chief Arlington County** ----------Charles Penn Date Acting Police Chief **Town of Bladensburg** -----------Tyrone Collington, Sr. Date Police Chief **City of Bowie** ----------John Nesky Date **Police Chief Charles County** -----------Troy Berry Date Sheriff **District of Columbia**

Peter Newsham Police Chief Date

Signature Section (Continued)

City of Fairfax

Erin Schaible Police Chief		Date
	Fairfax County	
Edwin Roessler Police Chief		Date
	City of Falls Church	
Mary Gavin Police Chief		Date
	City of Frederick	
Dwight Sommers Acting Police Chief		Date
	Frederick County	
Charles A. Jenkins Sheriff		Date
	City of Gaithersburg	
 Mark Sroka		 Date

Mark Sroka Police Chief

Signature Section (Continued)

City of Greenbelt

Richard Bowers Police Chief		Date
	City of Hyattsville	
Amal Awad Police Chief		Date
	City of Laurel	
Russell Hamill Police Chief		Date
	Loudoun County	
Michael L. Chapman Sheriff		Date
	City of Manassas	
Douglas W. Keen Police Chief		Date
	City of Manassas Park	
Mario Lugo Police Chief		Date

Signature Section (Continued)

Montgomery County

Marcus Jones Police Chief	Date
	Prince George's County
Hector Velez Interim Police Chief	Date
	Prince William County
Jarad Phelps Acting Police Chief	Date
Cit	ty of Rockville
Victor Brito Police Chief	Date
	City of Takoma Park
Antonio DeVaul	Date

Antonio DeVaul Police Chief **Signature Section Associate Members**

Fauquier County

Robert Mosier Sheriff

Federal Bureau of Investigations/WFO

_____ Steven D'Antuono

Assistant Director in Charge

Federal Bureau of Investigations Police Unit

David Sutton **FBI** Police Chief

Federal Protective Service

_____ Chris Hayes **Regional Director**

Town of Herndon

-----Maggie DeBoard Police Chief

Town of Leesburg

-----Gregory Brown

Police Chief

LAW ENFORCEMENT SENSITIVE-DO NO DISTRIBUTE 2410

_____ Date

-----Date

Date

Date

Date

Date

Signature Section Associate Members (Continued)

Maryland National Capital Park Police/Montgomery County Division

-----Darryl McSwain **Police Chief**

Maryland National Capital Park Police/Prince George's County Division

-----Stanley Johnson **Police Chief**

Maryland State Police

_____ **Colonel Woodrow Jones** Superintendent

Metro Transit Police

Ronald Pavlik Police Chief

Metropolitan Washington Airports Authority Police

David Huchler Police Chief

-----Date

Date

_____ Date

-----Date

_____ Date

----------Date

Military District of Washington/Provost Marshal

Signature Section Associate Members (Continued)

Colonel Stephen Gabavics ProvostMarshal

National Institutes of Health Police

Alvin Hinton PoliceChief

Naval Criminal Investigative Service - WFO

Alison F. Zavada Special Agent in Charge

Pentagon Force Protection Agency

-----Woodrow Kusse **Police Chief**

Prince George's County Sheriff's Office

-----Melvin C. High Sheriff

U.S. Capitol Police

-----Steven Sund PoliceChief

> LAW ENFORCEMENT SENSITIVE-DO NO DISTRIBUTE 2610

------Date

Date

Date

Date

Date

Signature Section Associate Members (Continued)

U.S. Immigration and Customs Enforcement/Homeland Security Investigations

Raymond Villanueva Special Agent in Charge

U.S. Park Police

Gregory Monahan Police Chief

U.S. Secret Service/Uniformed Division

Tom Sullivan Chief

U.S. Secret Service/WFO

Matthew Miller Special Agent in Charge

Virginia State Police

Colonel Gary T. Settle Superintendent

Date

n

Date

Date

Date

Date

APPENDIX A

IDENTIFICATION OF FUNCTIONAL AREAS AND PERSONNEL

The following functional areas are the minimal areas requiring identification. Other functional areas may be set up to accomplish management of the incident, but they need not be identified by flags or their personnel by arm bands or vests.

A. FUNCTIONAL AREAS REQUIRING IDENTIFICATION(FLAG)

- 1. Command Post
- 2. Staging Area
- 3. Treatment Area
- 4. Public Information Area

B. PERSONNEL REQUIRING IDENTIFICATION (ARM BAND ORVEST)

- 1. Incident Commander
- 2. Public Information Officer
- 3. Safety Officer
- 4. Section Chief(s)
- 5. Branch Director(s)
- 6. Staging Officer
- 7. Senior Physician
- 8. Treatment Unit Leader

C. COLOR CODINGIDENTIFICATION

Functional Area	Flag or Light	Personnel	Vest Colors
Command Post	Green Light	Incident Commander	Blue
		Other Personnel**	Blue with two white stripes
Staging Area	Green Flag	Staging Officer	Green
Treatment Area	Orange	Treatment Unit Leader	White with one orange stripe
		Senior Physician	Orange with one white stripe
Public Information Area	White	Public Information Officer	White
Safety	Red	Safety Officer	Red

**Except for the Staging Officer and Public Information Officer, all other personnel requiring identification are identified by a vest or arm band of solid blue with two white stripes.

In addition, some jurisdictions may use lime green vests, at their discretion, to designate specialty rescue operation teams, such as hazardous materials and cave-in.

D. SIZEREQUIREMENTS

- 1. Flags Shall be at least 3 feet by 2 feet, matching the color scheme above, and be displayed at least 12 feet aboveground.
- 2. Arm bands Shall be at least 4 inches in width, be manufactured of retroreflective material matching the color scheme above, and be worn on the right arm.

E. LETTERING

Vests and flags should be lettered to reflect the appropriate functional assignment.