

**EXAMPLE**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**INSTITUTION X**  
**AND**  
**LOCAL LAW ENFORCEMENT AGENCY**

**MUTUAL ASSISTANCE AND INCIDENT RESPONSE AND RESOLUTION<sup>1</sup>**

- I. Introduction
  - II. Purpose
  - III. Authority
  - IV. Response Guidelines
  - V. Resolution
  - VI. Funding and Liability
  - VII. Amendment and Term
  - VIII. Acknowledgement
- Attachments

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<sup>1</sup> SAND No. 2006-5507 C

**MEMORANDUM OF UNDERSTANDING BETWEEN  
INSTITUTION X  
AND  
LOCAL LAW ENFORCEMENT AGENCY**

**MUTUAL ASSISTANCE AND INCIDENT RESPONSE AND RESOLUTION**

I. Introduction:

This Memorandum of Understanding (MOU) between Institution X and the Local Law Enforcement Agency (LE) sets forth understandings with regard to dealing with threats and criminal acts associated with theft or sabotage against Institution X. This MOU facilitates implementation of Presidential Decision Directives (PDD) 39 and 62, Homeland Security PD 5 (HSPD), the National Response Plan (NRP) and the National Incident Management System (NIMS).

The Attorney General, through the Federal Bureau of Investigations (FBI), and in cooperation with other federal agencies engaged in activities to protect our national security, is responsible for activities of the law enforcement community to detect, prevent and disrupt terrorist attacks against the United States.

II. Purpose:

The purpose of this MOU is to

- (1) Provide a clear basis for contingency response planning, coordination and cooperation between LE and Institution X within the State of (State Y) to deal with terrorist threats and criminal acts against Institution X
- (2) Facilitate effective communication and exchange of relevant information
- (3) Assure timely, reliable, effective decision-making and response actions

III. Authority:

- A. This MOU is established pursuant to PDDs 39 and 62, HSPD-5, the NRP and NIMS.
- B. Institution X Protective Forces are authorized under Act Z to carry firearms and make arrests without warrant in the protection of facilities and related activities; they are not authorized to investigate actual or alleged violations of Act Z.
- C. LE is responsible for enforcement of state statutes, city and county ordinances for the protection of property and civilians.

IV. Response Guidelines

- A. Immediate Notification: When suspicious activity, a terrorist threat or criminal act occurs, a representative of Institution X will immediately notify LE of the incident, relay status of the situation.
- B. Command and Control: All actions by Institution X, LE and other responding agencies will be coordinated through established emergency operations centers according to NIMS. On-scene officers will coordinate and establish appropriate inter-agency communication utilizing available resources or visual and verbal recognition (as directed by their respective commanders).
- C. LE Response: LE will initiate a response and direct LE personnel to provide Institution X with requested law enforcement actions within their jurisdictional boundaries.
  - 1. LE will assist Institution X and other responding agencies by:
    - a. Providing available resources to respond to the incident
    - b. Establishing roadblocks on public roadways within their jurisdiction
    - c. Participating in pursuit operations to stop fleeing persons who may pose a threat to the public if not apprehended
    - d. Providing tactical officers to assist in recapture/recovery operations if or when an adversary force is in possession of sensitive assets and has established a stronghold position within jurisdictional boundaries for the purpose of perpetrating a criminal event
    - e. Providing assistance in the command and control of responding law enforcement personnel to insure an integrated level of communication is maintained between each agency
  - 2. The execution of any or all of these actions may expose LE to deadly force situations. LE policy for use of deadly force will be followed at all times by all LE officers.
- D. Pursuit: During pursuit operations, command and control of all responding law enforcement agencies will be based upon standard protocols and procedures adhered to by State Y law enforcement agencies. Institution X protective force personnel will immediately relinquish lead control of the pursuit operation once LE joins the pursuit operation.

E. Institution X Protective Force Responsibilities: Where LE has initiated response to the incident, Institution X Protective Force will:

1. Maintain responsibilities as the lead agency for hostile adversary situations involving interests within the confines of the facility property
2. Ensure that all of their response resources remain available to support tactical operations
3. Coordinate with other responding agencies for mutual assistance and response to the incident
4. Continue to cooperate with LE as required
5. Institution X will provide LE with assistance in establishment of roadblocks required to restrict traffic flow to the area

V. Resolution:

- A. Upon resolution, safety of personnel will be the first priority at the scene. Crime scene protection and evidence collection will be secondary. The crime scene and evidence involving Institution X materials will be secured and controlled by responding LE officers or federal officers if any are present at the scene.
- B. Institution X will be available to assist LE with proper handling of stolen hazardous biological materials if this is necessary.
- C. Custody of suspects will be maintained by LE unless federal law enforcement agencies are on scene. Suspects will be turned over to appropriate federal authorities depending upon the type of crime committed.
- D. LE will coordinate with federal agencies to investigate the incident per their established protocols.

VI. Funding and Liability:

- A. This MOU shall not be used to obligate funds, or as a basis for the transfer of funds.
- B. Nothing in this agreement shall be construed as inputting liability on any agency based solely on participation of this agreement.

VII. Amendment and Term:

- A. This MOU is subject to modifications required by Homeland Security's NRP.
- B. This MOU shall become effective on the date of the last signature of involved parties. Any changes or amendments to this agreement are subject to approval of all involved parties. This MOU may be terminated by either party upon written notice.
- C. No other agreements existing between Institution X and LE are affected, negated or superseded by this agreement.
- D. The procedures and protocols in this MOU will be exercised annually with all applicable law enforcement agencies to ascertain effectiveness and to revise, update or amend the MOU as required. The extent and complexity of LE participation in the annual exercise will be coordinated with LE.

VIII. ACKNOWLEDGEMENT:

The undersigned agree to this MOU and recognize each agency status as a friendly force identified in the Institution X Site Security Plan.

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LE Chief of Police

\_\_\_\_\_  
Institution X Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENTS**

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**MUTUAL ASSISTANCE AND INCIDENT RESPONSE AND RESOLUTION**

**OFFICIAL POINTS OF CONTACT**

LE Police Department:

Chief of Police	Name	Phone number
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Deputy Chief of Police	Name	Phone number
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Institution X:

President	Name	Phone number
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CEO	Name	Phone number
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Biosafety Officer	Name	Phone number
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Head of Security	Name	Phone number
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