



<b>Somerville Police Department</b> 		<b>TYPE:</b> <b>GENERAL ORDER</b>		<b>POLICY NUMBER:</b> <b>112</b>	<b>VERSION:</b> <b>5.00</b>	
		<b>Subject:</b> <b>Massachusetts Interagency Mutual Aid</b>				
		<b>Issuing Authority:</b> <b>Charles Femino</b> <b>Chief of Police</b>		<b>Signature:</b>  <b>Number of Pages:</b> <b>Page 1 of 5</b>	<b>Effective Date:</b> <b>December 6, 2021</b>	
<b>Accreditation Standards (5<sup>th</sup> Edition)</b>				<input type="checkbox"/> New <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Amended		
<b>Revision &amp; Reissued Dates:</b>	04/29/14	2/9/15	1/30/19	5/08/2019		

## Purpose

The purpose of this directive is to provide guidelines under which officers may conduct themselves in regard to Interagency Mutual Aid. (M.G.L 40 sec 8G).

A city or town, which accepts M.G.L. c. 40, sec 8G, may enter into an agreement with another city or town to institute mutual aid programs for police departments, and thus augment the capability and effectiveness of each law enforcement agency in the protection of life, property, and safety of the citizens within the territorial area governed by the agreement.

The mutual aid agreement may include the furnishing of personnel services, supplies, materials, contractual services, and equipment when the resources normally available to any municipality in the agreement are not adequate to cope with a situation requiring police action.

When providing such mutual aid, police officers shall have all the immunities and powers granted to them in the municipalities which employ them, including but not limited to, powers of arrest. Officers of the Somerville Police Department are duty-bound to protect civil liberties and rights, as well as citizens' legitimate privacy interests. The City of Somerville expects that other agencies that operate within Somerville will adhere to the same legal principles.

## Written Interagency Mutual Aid Agreement [2.1.3]

In compliance with mutual aid programs annotated in M.G.L. 40, sec 8G, certain municipalities of The Commonwealth of Massachusetts, including Somerville, have accepted the provisions of sec 8G and as a result have established and implemented a written agreement for Interagency Mutual Aid. [2.1.3 (A) (B) (D) (H)]

In signing the [Legal - MOU - Interagency Mutual Aid Agreement MOU](#), each signatory municipality and respective Chief of Police invokes M.G.L. c. 40, sec 8G, and thereby requests

<b>Massachusetts Interagency Mutual Aid</b>	<b>Page 2 of 6</b>	<b>112 v 5.00</b>
---	--------------------	-------------------

the assistance of each of the other signatory municipality and their police department's officers in conducting law enforcement and the protection of life, property, and safety of people so long as this agreement is in effect. ([Massachusetts Interagency Mutual Aid Map](#)).

([Massachusetts Interagency Mutual Aid MOU Participant List](#))

- A. The Chief of Police of Somerville, thereby requests the assistance of the other signatory chiefs and their departments in conducting law enforcement throughout the duration of the agreement.
- B. Each signatory municipality thereby consents to provide the services of their department throughout the duration of the agreement to the Somerville Police Department and the City of Somerville.
- C. Each signatory municipality recognizes and asserts that full police authority is granted to every on-duty police officer (including officers actively assigned to police details) of every participating municipality. For the purposes of the agreement, Chiefs of Police shall be the only police officers considered on-duty at all times.
- D. Nothing in the agreement authorizes a participating agency to conduct law enforcement functions or provide police services in another jurisdiction, over the objection of the Chief of Police or designee of that municipal police department.

## **Policy**

It is the policy of the Somerville Police Department to accept the provisions accentuated in the written Massachusetts Interagency Mutual Aid Agreement (hereinafter "agreement"), prescribed in M.G.L. c. 40, sec 8G, between the Somerville Police Department and the signatory municipalities of the Commonwealth of Massachusetts.

## **Procedures**

### **A. Mutual Aid and Extraterritorial Authority**

- 1. A police officer of any signatory agency who observes or becomes aware of criminal activity or any other violation of law within any other signatory city or town shall be empowered to take police action for the purpose of:
  - a. Preventing harm to the public;
  - b. Preventing the loss or damage of property;
  - c. Engaging and stopping unlawful behavior; or

<b>Massachusetts Interagency Mutual Aid</b>	<b>Page 3 of 6</b>	<b>112 v 5.00</b>
---	--------------------	-------------------

- d. Detaining the offender(s) pending the arrival of a police officer of the city or town where the violation occurred.
2. Such law enforcement action shall be deemed to be "mutual aid" to the city or town where the crime or other violation is occurring.

## **B. Extra-Jurisdictional Administration**

1. Any police officer of a signatory agency who stops an offender or makes an arrest outside his/her primary jurisdiction, but within the jurisdiction of another signatory department shall, as soon as practicable, notify the department having primary jurisdiction over the area where the stop or arrest was made.
2. Decisions as to whether to cite a motorist or file criminal charges against the person stopped or arrested, shall be that of the department having primary jurisdiction over the place where the violation occurred.
3. In matters where a violation or offense spans across multiple jurisdictions, or are committed in more than one jurisdiction, any department having jurisdiction over a violation or offense may prosecute that violation.
4. A police officer who makes an arrest outside his/her primary jurisdiction shall, if requested, turn the detainee over for processing to an officer of the police department where the offense occurred.
5. Should the Chief of Police or Officer in Charge of a police department deem such a stop or arrest to be unreasonable, unlawful or without probable cause; nothing in the agreement or this policy shall require any further processing involving the stop or arrest.
6. Any officer who makes an arrest outside his/her primary jurisdiction for a crime in which his/her police department does not have primary jurisdiction, shall provide to the department having primary jurisdiction of the place where the crime occurred, full and complete information about their observations and arrest, including but not limited to a written report.
7. The Somerville Police Department shall ensure that the arresting officer is available for any and all necessary court appearances or other proceedings.
8. Somerville police officers acting pursuant to this policy, or who are performing law enforcement duties outside their primary jurisdiction, shall adhere to the rules, regulations, policies and procedures of the Somerville Police Department.
9. Somerville police officers are expected to intervene if law enforcement officers from another agency do not observe established legal principles or act outside of the scope of the law, and not further facilitate actions or omissions that are considered unlawful or in

<b>Massachusetts Interagency Mutual Aid</b>	<b>Page 4 of 6</b>	<b>112 v 5.00</b>
---	--------------------	-------------------

violation of department policy. Somerville police officers will not be excused from taking the appropriate intervening action.

10. Somerville police officers have an obligation to ensure that all persons' rights are observed and to ensure that law enforcement officers from another agency act within the bounds of his/her legal authority and the Somerville Police Department's established protocol.
11. Somerville police officers who are asked by a commanding officer of another department to perform a task or duty which is in violation of the rules, regulations, policies or procedures of the Somerville Police Department shall immediately notify said commanding officer that they cannot perform the task.
12. Commanding officers of the Somerville Police Department will honor the same guidelines for officers from other signatory departments.

#### **C. Mutual Aid Resources [2.1.3 (C)]**

1. Any signatory agency may request assistance from another member agency for any valid law enforcement purpose including, but not limited to:
  - a. Investigative services;
  - b. Technical or tactical assistance;
  - c. Assistance in cases of natural disasters;
  - d. Disturbances or large gatherings of people; or
  - e. All other lawful assignments, to include private details.
2. The Somerville Police Department will post a list of agencies in Policy Tech (hyperlink located on page 2 of this policy) that are signatories to the Massachusetts Interagency Mutual Aid Agreement.

#### **D. Chain of Command**

1. The department requesting assistance is designated as the "lead agency." Police officers participating in any multi-agency investigation shall report as soon as practically possible to the commanding officer of the receiving agency and act under the direction, control and command of the lead agency. [MIMAA 6.02][2.1.3(e)]
2. The lead agency shall have the primary responsibility of making decisions necessary to effectively handle an investigation or incident including:
  - a. Types of services needed

<b>Massachusetts Interagency Mutual Aid</b>	<b>Page 5 of 6</b>	<b>112 v 5.00</b>
---	--------------------	-------------------

- b. Manpower
  - c. Resources
  - d. Assignments
  - e. Maintaining radio communication with outside personnel (Agencies frequency, BAPERN, etc) [2.1.3 (f)]
3. In the event that the focus of an investigation shifts from one municipality to another, or if for some other valid purpose, the lead agency may relinquish command to another signatory department. In such an event, officers participating in the investigation shall be notified of the transfer in command.

#### **E. Liability**

1. While on-duty and in transit to, returning from, and during a mutual aid response for another city or town, an Somerville Police Officer shall maintain the right of indemnification granted by law, or by his/her home town, or both, for all claims arising out of any action within the scope of his/her employment in accordance with the agreement.
2. Pay and benefits for Somerville Police Officers; insurance, indemnification, injury compensation and other operational matters related to police services provided for a mutual aid response, shall be provided by the City of Somerville. [2.1.3 (G)]
3. Nothing in MGL. Ch. 40, § 8G or this policy shall be construed to expand or otherwise modify existing police powers as provided by law or any existing mutual aid agreement or both.

#### **F. Costs and Expenses.**

Each party to this is agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payment extent there is insurance coverage available to do so and/ or any Federal or State grant fund and/or emergency funds (e.g., in the event of a natural disaster) available to do so. [MIMAA 6.07]

<b>Massachusetts Interagency Mutual Aid</b>	<b>Page 6 of 6</b>	<b>112 v 5.00</b>
---	--------------------	-------------------

### **G. Periodic Review**

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties. [MIMAA 5.0] [2.1.3 (h)]