



MEDFIELD POLICE DEPARTMENT

POLICY NO. 4.38

JURISDICTION / MUTUAL AID AGREEMENT

MASSACHUSETTS POLICE
ACCREDITATION STANDARDS
REFERENCED: **2.1.1, 2.1.2, 2.1.3, 2.1.4**

ISSUING AUTHORITY:

Michelle Guerette
Chief of Police

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BACKGROUND:

Massachusetts General Law, Chapter 40 § 8G permits cities and towns to enter into "Mutual Aid Agreements," for the primary purpose of assisting each respective municipality in protecting the lives, safety, and property of the public, when existing resources are not sufficient to do so.

A city or town, which accepts Chapter 40 § 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 Town of Medfield has accepted Chapter 40 § 8G.

In order to understand mutual aid the officers of the Department must also understand the boundaries of their own jurisdiction.

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. In order to understand mutual aid the officers of the department must also understand the boundaries of their own jurisdiction.

JURISDICTION:

The Town of Medfield specific geographical boundaries are the the jurisdiction of the Medfield Police Department. Officers may conduct law enforcement activities outside of their jurisdiction pursuant to any implemented mutual aid agreements in place. **[2.1.1]**

The Medfield Police Department has concurrent jurisdiction with the Massachusetts State Police within the Town of Medfield. The Medfield Police Department is committed to working with these agencies in a cooperative manner to provide the best possible service to its citizens. **[2.1.2]**

MUTUAL AID AGREEMENT:

In compliance with mutual aid agreements annotated in MGL. Ch.40, § 8G, affiliated police departments of the Metropolitan Law Enforcement Council (Metro-LEC), and/or the Norfolk County Police Anti-Crime Task Force (NORPAC), which includes the Medfield Police Department, have accepted the provisions of § 8G and as a result have established and implemented a written Memorandum of Agreement (MOA).

In signing the MOA, each signatory municipality and respective Chief of Police invokes Massachusetts General Law Chapter 40, § 8G, and thereby requests the assistance of each of the other signatory chiefs and their department's police officers in conducting law enforcement, and the protection of life, property and safety of people within their cities and towns; so long as this Memorandum of Agreement is in effect.

1. The Medfield Chief of Police, thereby requests the assistance of the other signatory chiefs and their departments in conducting law enforcement throughout the duration of the MOA.
2. Each signatory Chief of Police thereby consents to provide the services of their department throughout the duration of the MOA to the Medfield Police Department and the Town of Medfield.
3. Each signatory Chief of Police recognizes and asserts that full police authority is granted to every police officer, of every member agency, in each municipality, whereas the respective Chief of Police has signed the MOA.
4. Nothing in the MOA authorizes a member agency to conduct law enforcement functions or provide police services in another jurisdiction, over the objection of the Chief of Police of the specific municipality.

POLICY:

The Medfield Police Department accepts the provisions accentuated in the written Mutual Aid Agreement, prescribed in MGL. Ch. 40, § 8G, between the Police Department and the signatory municipalities.

The Medfield Police Department accepts the provisions in the written Mutual Aid Agreement prescribed in MGL. Ch. 40, § 8G, between the Police Department and signatory NORPAC agencies within Norfolk County.

PROCEDURES:

Mutual Aid and Extraterritorial Authority

A police officer of any signatory police department, 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:

1. Preventing harm to the public;
2. Preventing the loss or damage of property;
3. Engaging and stopping unlawful behavior; or
4. Detaining the offender(s) pending the arrival of a state police officer or a police officer of the city or town where the violation occurred.

Such law enforcement action shall be deemed to be "mutual aid" to the city or town where the crime or other violation is occurring.

Extra-Jurisdictional Administration

Any police officer of a signatory police department who stops an offender or makes an arrest outside his territorial jurisdiction, but within the jurisdiction of another signatory department shall, as soon as practicable, notify the department having jurisdiction over the area where the stop or arrest was made.

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 jurisdiction over the place where the violation occurred.

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.

A police officer who makes an arrest outside his jurisdiction for a crime over which his police department has no jurisdiction shall turn the prisoner over for processing to a state police officer, or an officer of the police department where the offense occurred.

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 MOA or this policy shall require any further processing involving the stop or arrest.

Any officer who makes an arrest outside his territorial jurisdiction for a crime in which his police department does not have jurisdiction, shall provide to the department having 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.

The Medfield Police Department shall ensure that the arresting officer is available for any and all necessary court appearances.

Medfield Police officers acting pursuant to this policy, or who are performing law enforcement duties outside their territorial jurisdiction, shall adhere to the rules, regulations, policies and procedures of the Medfield Police Department.

Medfield 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 Medfield Police Department, shall immediately notify said commanding officer that they cannot perform the task.

Commanding officers of the Medfield Police Department will honor the same guidelines for officers from other signatory departments.

Mutual Aid Resources

Any signatory department may request assistance from another signatory agency for any valid law enforcement purpose including but not limited to;

1. Investigative services;
2. Technical or tactical assistance;
3. Assistance in cases of natural disasters;
4. Disturbances or large gatherings of people; or
5. Other essential assignments, to include private details.

The police departments covered under the MOA of the NORPAC Task Force are the departments of Canton, Dedham, Foxborough, Millis, Medfield, Needham, Norfolk, Norwood, Plainville, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Wrentham.

The Medfield Police Department will post in Dispatch a list of police departments that are signatories to the Metro-LEC MOA.

Chain of Command

The department requesting assistance is designated as the "lead agency". Police officers participating in any multi-agency investigation shall act under the direction and command of the lead agency.

The lead agency shall have the primary responsibility of making decisions necessary to effectively handle an investigation or incident; including

1. Types of services needed;
2. Manpower;
3. Resources; and
4. Assignments.

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 transferal in command.

Liability

While in transit to, returning from, and during a mutual aid response for another city or town, a Medfield Police officer, shall maintain the right of indemnification granted by law, or by his home city or town, or both, for all claims arising out of any action within the scope of his employment in accordance with the mutual aid agreements.

Pay and benefits for Medfield 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 Town of Medfield.

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.

Off Duty Deployment

An off-duty Medfield Police Officer, while in another signatory police department's jurisdiction, who observes or becomes aware of criminal activity or any other violation of law, shall be empowered to take police action for the purpose of:

1. Preventing immediate and/or imminent harm or death to an individual or the public;
2. Preventing the significant loss or destruction of property;
3. Engaging and stopping unlawful behavior; or
4. Detaining the offender(s), pending the arrival of a state police officer or a police officer of the city or town where the violation occurred.

Such law enforcement action shall be deemed to be "mutual aid" to the city or town where the crime or other violation is occurring.

Off-duty Officers should use reasonableness, sound judgment and discretion as to whether or not they activate themselves in another signatory jurisdiction and rationalize the aforementioned reasons prior to taking law enforcement action.

Prior to taking police action, off-duty officers should, if practical, make an effort to notify the signatory police department and report their observations and provide details as to what has or is about to occur.

Off-duty Officers who have activated themselves shall, if practical, identify themselves as a police officer, display their departmental shield and police credentials and adhere to all policies & procedures of the Medfield Police Department, relative to use of force and/or other pertinent policies.

Off-duty officers should always remember to be cognizant that responding agencies may not recognize an off duty officer upon arrival at a scene and should identify themselves as soon as practical and take necessary precautions in their actions for purposes of officer safety.

Requests for Federal Law Enforcement or National Guard Assistance

All requests for Federal Law Enforcement or National Guard assistance shall be made by the Chief of Police or his designee. These requests shall be made at the sole discretion of the Chief if he deems that an emergency situation requires these resources. Town officials shall be notified as soon as practicable of this decision. **[2.1.4]**