

METROPOLITAN LAW ENFORCEMENT COUNCIL

Interagency Mutual Aid / Assistance Agreement

I. INTRODUCTION

This document is a mutual law enforcement agreement between and among certain municipal communities (members of the Metropolitan Law Enforcement Council – hereinafter referred to as “Council”) that have executed this document and bound their police departments in accordance herewith to increase and improve the capability to provide protection of life and property, thereby preserving the safety and welfare within the geographical area (hereinafter referred to as "region") of these communities. This agreement is adopted in accordance with Chapter 40, Section 8G and other relevant provisions of the Massachusetts General Laws. The implementation of this agreement will be under the direction of the Metropolitan Law Enforcement Council whose membership will consist of the Chiefs of Police from the member municipal communities, as well as other law enforcement councils that have been established within the Commonwealth.

II. PURPOSE

To provide mutual aid programs for the member police departments because of terrorist or enemy action, natural disaster, unusual occurrence including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations, other natural or man-caused incidents requiring exceptional police action, school or workplace violence, riot, mob action, civil disturbance, demonstration, urban insurgency or any situation threatening the peace and tranquility of the requesting party's jurisdiction.

To provide for the preparation and implementation of a comprehensive, coordinated mutual assistance plan for the police departments in the Council which will enhance the law enforcement capability of the region.

To provide for a system for the receipt and dissemination of information, data and directives within the Council and to coordinate services between the Council and other law enforcement officials at the local, state, and federal levels.

To provide close and effective cooperation and assistance in combating criminal activity within the region as covered by this agreement and the operational procedures that are promulgated by the Council.

III. POLICY

The signers of this agreement agree to the following:

- To abide by the by-laws adopted and which may be amended or revised from time to time by the Metropolitan Law Enforcement Council.
- To abide by the rules, regulations, policies and procedures, and any other protocols outlining the parameters and guidelines under which member agencies will operate with respect to their involvement and participation as a Member Agency of the Metropolitan Law Enforcement Council.
- To adopt and endorse the standards of conduct to which the members of their agency will be bound while performing duties and activities that fall within the scope of the Metropolitan Law Enforcement Council.

IV. DEFINITIONS

When used in this agreement, various words and phrases shall be defined as follows:

- A. Sender or Sending Department (Agency): a member Department sending aid and assistance.
- B. Receiver or Receiving Department (Agency): a member Department receiving aid and assistance.
- C. Executive Board of the Metropolitan Council: is comprised of those Police Chiefs who have been chosen by the Council members to serve as officers for the Council in accordance with the By-Laws promulgated by the Council.
- D. Control Officer (Chief): Police Chief chosen by the Executive Board of the Council to manage and direct the activities of a particular operational component. Each and every operational component of the Council shall have at least one Control Chief designated to manage and direct the component.
- E. Associate Control Officer (Chief): Police Chief chosen by the Executive Board of the Council to provide administrative assistance to the Control Chief of an operational component of the Council for which he/she was selected. In the absence of the Control Chief, it shall be the Associate Control Chief who acts as Control Chief's designee in managing and directing the operational component for which he/she has been selected.
- F. Mutual Aid: In accordance with M.G.L. c. 41, § 99, officers activated under this mutual aid agreement shall have the same immunities and privileges as when acting within their respective cities and towns.

- G. Member Coordinator or Council Members: the Chief of Police of a member Department, or in his absence, his designee. Each Chief of Police shall designate alternate Member Coordinators, not to exceed three in number, who shall have full authority to act in the absence of the Chief.
- H. Police Officer or Officer: For purposes of this Agreement, the term "Police Officer or Officer" is used to refer to those individuals who are considered full-time police officers, who have satisfied the provisions of M.G.L. c. 41, § 96B.

V. REQUESTS FOR ASSISTANCE AND CHAIN OF COMMAND

- A. The parties hereto agree to furnish to a requesting Department mutual assistance and logistical support only with the approval of each Sender's Chief of Police or designated representative and provided such law enforcement assistance and logistical support which is within the capability of the Sending Department at the time the specific request is made.
- B. Except as hereinafter provided, a request for assistance shall be made only to a Member Chief of Police or his designee. No assistance shall be given without the authorization of the Sender's Chief of Police or his designee. The Sender's Chief of Police or his designee shall have sole and final say as to whether and to what extent personnel and equipment shall be sent to assist the Requesting Department.
- C. It shall be the duty of the Sender's Chief of Police to issue necessary orders and direct all assisting police personnel to place themselves under the operational control of the Chief of Police of the department requesting mutual assistance.
- D. The Member Coordinators of the Sender and the Receiver or their designees shall file a complete written report with the Unit Control Officer (Chief) within 72 hours after making and receiving requests, indicating the time and nature of the request and giving complete details as to the response made. A copy of said report shall be sent to the Executive Board of the Council. Upon request, this Control Officer (Chief) shall also provide copies of reports to the Chiefs of Senders and Receivers and shall review all actions taken.
- E. The Chief of Police, or his designated representative, of the Receiver shall have and exercise overall command and control of any Sender's police officers participating in mutual assistance.
- F. The nature of the emergency, or unusual occurrence as determined by the Receiver's Chief of Police, shall be a consideration in determining where the Sender's personnel shall be deployed. In the event of natural disaster the Sender's personnel shall be generally deployed on the scene of the disaster. In the event of a civil disturbance, the Sender's personnel generally shall be deployed as supporting units.

- G. All parties to this agreement shall be alerted by the most expeditious communications system of the possible need for mutual assistance and, if necessary, the need to have the various departments placed on a Standby Alert status. A "Tactical Alert Notice" in accordance with existing operational readiness plans, shall be used as a means of alerting all parties that an unusual occurrence is either anticipated or already in progress. The decision to call a "Tactical Alert" is that of the Receiver's Chief of Police or his designated representative.
- H. The request for assistance shall state, as a minimum:
1. The nature of the emergency, its specific location, and estimated duration.
 2. The type and number of personnel requested.
 3. The type of logistical support needed.
 4. The name, and location of the senior police officer to whom the Sender's personnel shall report.
- I. All personnel acting pursuant to a request for assistance under the scope of this agreement, or who are performing law enforcement duties outside of their territorial jurisdiction and as part of an operational unit under the auspices of the Council, shall operate in adherence to the Chain of Command established by the Council and in adherence to its rules, regulations, policies and procedures.

VI. PERSONAL, LIABILITY, AND INDEMNIFICATION (OR WAIVERS)

- A. Police officers of a Sender are considered as being on duty from the time said officer responds to a mutual aid call until he returns to his origination point; he is considered on duty for his own town or city and if injured or killed during that period, his employer (Sender) shall be liable for alls benefits due to him or his widow or dependents under applicable laws and collective bargaining agreements.
- B. A Sender agrees to cover all salary and overtime expenses incurred by its officers, unless the Receiver receives reimbursement for the costs associated with the operation, in which case the Receiver agrees to distribute that reimbursement to the sending agencies in an equal proportional amounts to defray the costs incurred by the sending agencies. As set forth in Paragraph VI A. above, in case of disability or death caused in the performance of his duty or sickness resulting from said performance, the officer or his widow or dependents shall be entitled to benefits to which he or they are entitled in his own department or agency under applicable laws and collective bargaining agreements, and such benefits shall be paid by the Sender.

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- C. Unless otherwise specifically provided in this Agreement, all expenses incurred by the Sender in rendering assistance shall be paid by the Sender provided they were reasonably necessary in carrying out the purposes of this agreement, unless the Receiver receives reimbursement for such expenses, in which case the Receiver agrees to reimburse the sending agencies in an equal proportional amounts to defray the costs incurred by the sending agencies. In case of any dispute between the Sender and the Receiver the Council shall determine the reasonableness of the expense incurred.
- D. Nothing herein shall prevent any Sender from assuming the cost of any loss, damage, salary, overtime, or expense incurred in responding to a request for assistance under this Agreement. A determination by a Sender to not seek reimbursement for loss, damage, salary, overtime, or other expense following one or more responses to requests for assistance shall not operate to waive the right of the Sender to seek such reimbursement at any future time.
- E. Except as otherwise provided herein, during the course of rendering mutual aid assistance as providing for by this Agreement, the Sender department shall be responsible for the operation of its equipment and for any damage caused or received thereto, and for any personal injury caused by a member of the Sender to a third party while enroute or returning from the requesting agency's jurisdiction. This section is subject to, and does not waive, any and all applicable limitations or immunities on governmental liability under state and federal law.
- F. Each Member party shall waive any and all claims and causes of action against all other parties hereto which may arise out of their activities while rendering and/or receiving aid under this Agreement, to the extent that each party may legally waive such claims. The receiving Department will indemnify Sending Departments and/or officers for liability or costs (including that of providing a legal defense) for third party claims that may arise out of a mutual aid call. This indemnification is subject to, and does not waive, any and all applicable limitations or immunities on governmental liability under state and federal law.
- G. Each member municipal community agrees to provide police liability insurance. The recommendation would be at least One Million Dollars. In the event that a participating municipal community desires to self-insure these exposures, the Council shall be provided with a letter so indicating. Otherwise, the member municipal community shall provide the Council with a certificate of insurance indicating other members as additional insureds (under police liability) for activities and operations arising out of or caused by negligent or intentional misconduct of the named insured. All deductibles are responsibility of the named insured.
- H. Notwithstanding any other provision of the Agreement, no municipality shall incur liability under this agreement as a result of a decision not to provide police officers, personal services, supplies, materials, contractual services, or equipment to or within another municipality.

VII. COMMUNICATIONS AND EQUIPMENT

In rendering mutual assistance, Receiver and Sender shall use and be responsible for furnishing their own equipment, except where emergencies or unusual occurrences dictate the sharing of equipment between parties. Special emphasis by all parties will be placed on the mutual sharing of police communications equipment.

VIII. TERMINATION OF ASSISTANCE

Terminating emergency mutual assistance: At the conclusion of any emergency, the supervisor or commanding officer on the scene (as designated by the Receiver's Chief of Police) shall have the responsibility for relieving the Sender's personnel to return to their origination point.

IX. TERMS OF THE AGREEMENT

This Interagency Mutual Aid / Assistance Agreement (hereinafter referred to as the "Agreement") shall remain in effect until terminated by all parties hereto. Should any party to this agreement wish to withdraw from the Agreement, it may do so by notifying all other parties in writing.

Should any signatory Chief of Police retire or otherwise leave office, the President of the Council will request of his successor a written statement that he accepts all the terms and conditions of this Agreement. All such statements shall become an attachment hereto.

Any law enforcement agency that is not originally a party to this Agreement may become a party by sending a written request to the President of the Council. Such request shall be executed in accordance with the By-Laws that have been promulgated the Council.

This Agreement may be amended only with the written approval of each Council Member who is then a party to it.

This Agreement shall be governed by and interpreted in accordance with Massachusetts law. If any provision of this agreement is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

X. SIGNATURE

This agreement is to be signed on behalf of each member by the Mayor, City or Town Manager or Administrator, or Chairman of the Board of Selectmen having authority to enter into such an agreement and the Chief of Police.

The original of this document will be retained in the files of the President. Copies of this document will be maintained in the files of each member department.

Mayor/Manager/Administrator/or
Chairman of Board of Selectmen

Date

Chief of Police

Date