MUTUAL AID AGREEMENT

MUTUAL AID AGREEMENT made this 2nd day of June, 197 by and between the political subdivisions of the Commonwealth of Massachusetts which are signatories hereto.

WHEREAS, the Great and General Court of this Commonwealth has enacted Chapter 40, Section 8G of the General Laws as enabling legislation, allowing local communities to enter into mutual aid agreements in the area of police services, and

WHEREAS, the signatory communities to this agreement have adopted the provisions of General Laws Chapter 40, Section 8G, and

WHEREAS, the signatory communities have determined that under certain circumstances the provision of law enforcement mutual aid across municipal jurisdictional lines will increase their ability to protect the lives, safety and property of the people in their communities,

NOW, THEREFORE, the parties to this agreement do agree as follows:

SECTION 1.0 DEFINITIONS

a. "Sender" or "Sending Department" means the city or town sending aid and assistance to other cities or towns.

b. "Receiver" or "Receiving Department" means the city or town receiving aid and assistance from other cities or towns.

c. "Law Enforcement Mutual Aid" or "Mutual Aid" means the provision of manpower and logistical support needed by a law enforcement agency to meet the immediate requirements of such agency when the resources of that agency are not sufficient to cope with law enforcement situations.

SECTION 2.0 SITUATIONS COVERED

The provisions of this agreement may be invoked for any situation occurring within the boundaries of a signatory community, which situation requires the use of resources not immediately available to the local law enforcement agency.

SECTION 3.0 METHOD OF REQUESTING ASSISTANCE

The Chief of Police, or in his absence, the Commanding Officer shall determine when the assistance of other law enforcement agencies is required, and shall notify the person designated to receive such request in the appropriate signatory community.

SECTION 3.1

Each signatory community shall designate one or more persons to receive requests for law enforcement mutual aid.

Each signatory community will be kept informed of the names and phone numbers at which such designated persons can be contacted. Each community shall assure that twenty-four hour a day phone coverage is provided, whenever possible.

SECTION 3.2

The Chief of Police, or in his absence, the Commanding Officer shall determine whether and to what extent a request received under this agreement will be fulfilled. In the event that a Chief or Commanding Officer determines that no assistance, or assistance differing from that requested, will be provided, he will so notify the requesting department of his determination as quickly as possible.

SECTION 4.0 COMMAND AND CONTROL

Law enforcement personnel and equipment, upon entering the jurisdiction of a receiving department in response to a request for mutual aid, shall be under the direction and control of the commanding officer of the receiving department. So far as practicable, officers from a sending department will be utilized in conjunction with officers from a receiving department so as to compensate for the lack of knowledge of the geography of the receiving community.

SECTION 4.1

Personnel and equipment provided to a requesting community under the terms of this agreement may be recalled at any time by the Chief of Police or, in his absence, the Commanding Officer of the sending department.

SECTION 5.0 POWERS OF RESPONDING OFFICERS

All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.

Police officers from a sending community shall have all the powers of police officers, including the power of arrest, while responding to a mutual aid request.

SECTION 6.0 LIABILITY

The sending community shall be liable for all salaries and incidental expenses for equipment of their own officers used during a mutual aid situation. All compensation and other benefits enjoyed by law enforcement officers in their own jurisdictions

shall extend to the services they perform under this agreement. Thus, such items as sick leave, medical, death and retirement benefits, payable as a result of an officer's involvement in a mutual aid situation, will be expenses of the sending community.

Each sending community will be responsible for payment for court appearances by its own officers resulting from arrests during law enforcement mutual aid situations.

The only exception to this policy which holds the sending community liable for expenses involved in deploying personnel and equipment during a mutual aid situation is:

The receiving community shall be liable for salary and equipment costs if such community receives funds from any outside source for the purpose of reimbursing law enforcement expenses. This would include, but would not be limited to instances where federal or state disaster relief, or any form of insurance reimbursement, was provided to cover law enforcement or related expenses incurred during the mutual aid situation. The liability of the receiving community shall not exceed the amount of reimbursement actually received for law enforcement purposes.

SECTION 6.1

All immunities from liability enjoyed by the local political subdivision within its boundaries shall extend to its participation in rendering mutual aid under this agreement outside its boundaries.

SECTION 6.2

Each party to this agreement shall waive any and all claims against all other parties hereto which may arise out of their activities outside of their respective jurisdictions while rendering or receiving aid under this agreement.

SECTION 6.3

Law enforcement personnel injured or killed while responding to or returning to the sending department from a request for mutual aid under this agreement shall be deemed on active duty for their home departments for all purposes.

SECTION 7.0 SUPERVISORY BOARD

The Chief of Police from each participating community signing this or an identical agreement shall serve on a

Supervisory Board which shall be responsible for reviewing and evaluating the operation of this mutual aid agreement. Meetings of the Supervisory Board shall be held as deemed necessary.

During the period of this agreement, the Supervisory Board may publish guidelines to be followed in requesting or rendering mutual aid. Such guidelines will be of an operational nature, and will in no way alter or amend the terms of this agreement.

SECTION 8.0 TERM OF THIS AGREEMENT

This agreement shall remain in effect until terminated by the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one party shall be made by thirty days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

SIGNED:	TITLE:	COMMUNITY:
Hedley Bray	Mayor	Fitchburg ,Mass.
John B McGlaughlin	Mayor	Leominster,Mass.
Rudolph Messalla	Selectman	Lunenburg,Mass.
George Henstridge	Selectman	Westminster,Mass.
David M. Gilmartin	Mayor	Fitchburg, Mass.
Richard P. Catalini	Selectman	Ashby, Mass.

07/06/79

"

Central Massachusetts Law Enforcement Council
Mutual Aid Agreement

Agreement by and among the cities and towns identified as participating communities on Exhibit A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of communities in accordance with the provision of Article 8 of this agreement.

Article 1 – Purpose and Intent

This agreement is adopted pursuant to the provision of Massachusetts General Law chapter 40, Section 8G, and is intended to supplement but not contradict the provisions of MGL Chapter 41, Section 99 and Chapter 37, § 13, as well as all other statutory and common law authorizing police officers of one community to exercise police powers in another community, in order to provide mutual aid for the protection of public safety. The purpose of this agreement is to set forth the circumstances and procedures for the provision of law enforcement mutual aid across jurisdictional lines, and to address the command and control, liability, compensation, and reimbursement associated with mutual aid events. The parties intend that, subject to the terms, conditions, and limitations of this agreement, police officers from one community shall have the rights, privileges, and immunities of police officers when in the course of providing mutual aid in another community. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nothing contained in this agreement shall be construed as limiting the lawful authority of police officers to make arrests or to exercise their police powers or to engage in fresh and continued pursuit under Massachusetts General Laws Chapter 41, Section 98A.

Article 2 – Definitions

"Commanding Officer": The Chief of Police of a participating community or, in the absence of the Chief of Police, the person designated as having command responsibility.

"Mutual Aid": Personnel and equipment provided by one participating community to another. Situations calling for mutual aid include, but are not limited to, natural disasters, terrorist attack, medical emergency, motor vehicle collisions, traffic control and enforcement, civil disturbance, criminal activity, undercover investigation, drug interdiction, tactical operations, and search and rescue.

"Police officer" or "officer": Any sworn police municipal police officer authorized to make arrest or serve process, provided he is in uniform, or displays his badge of office, and who has satisfied the training requirements established by state statute and regulations for police officers.

"Requester" or "Requesting Department": the participating community requesting mutual aid from another participating community.

"Responder" or "Responding Department": The participating community providing mutual aid pursuant to a request from a participating community.

Article 3 – Requests for Assistance

A Requesting Department may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it needs additional police officers or equipment from another department.

The provisions of this agreement shall not be construed as imposing an obligation on any department to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be determined solely by the department furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Responding Department.

Except as otherwise provided in Article 5, requests for mutual aid shall be made by and to the Commanding Officers of the respective departments and shall, if practicable, set forth all pertinent information, including:

1. The nature of event giving rise to the mutual aid request, its location, estimated duration, and any unusual or high-risk characteristics;
2. The number of police officers requested, as well as any specialty requirements;
3. The type of equipment and logistical support needed;
4. The location to which the responding officers should report; and
5. The name of the supervising police officer to whom the responding officer(s) should report.

The Commanding Officer of the Responding Department shall issue such orders or directives as are necessary to place responding Police Officers under the operational control of the Commanding Officer of the Requesting Department. (This obligation may be satisfied by the issuance of a standing General Order or similar directive.)

Article 4 – Command and Control

Upon entering the jurisdiction of a Requesting Department, Police Officers of a Responding Department shall contact or report immediately to the Commanding Officer or designated superior officer of the Requesting Department and shall be under the direction and control of said officer.

The Commanding Officer of the Responding Department may recall the Police Officers and equipment of the Responding Department at such Commanding Officer's sole discretion.

Nothing in this Article shall prohibit or restrict the authority of superior officers from a Responding Department to command subordinate officers of the Responding Department while they are in the jurisdiction of the Requesting Department, providing this does not conflict with orders issued by or on behalf of the Commanding Officer of the Requesting Department. Officers of the Responding Department shall follow their Departments' policies, procedures, rules and regulations during any mutual aid operations. Whenever there appears to be a conflict in the way an officer from the Responding Department is being asked to act and the way he or she would do so in conformity with their department's policies, procedures, rules and regulations, they shall call such discrepancy to the attention of the person issuing a conflicting directive, who shall make every effort to ensure the officer maintains compliance with his/her own agency.

Article 5 – Police Authority

Any officer from a member community may exercise police powers in any other signatory community so long as the officer has knowledge of facts and circumstances that would amount to probable cause that a motor vehicle violation has occurred or the officer has reasonable suspicion or probable cause to believe that a violation of the law has occurred and said officer makes notification, in a timely manner, to the police department in the community in which the motor vehicle violation or violation of the law occurred.
In addition, Police Officers who are on-duty and operating a police vehicle equipped with emergency warning lights and audible sirens or other similar devices may enforce the motor vehicle laws of the Commonwealth of Massachusetts while in the jurisdiction of another participating community under the following circumstances:

1. Upon signaling a motorist to stop or otherwise exercising police powers with respect to the enforcement of motor vehicle laws, the Police Officer shall (a) notify his/her dispatcher of the situation warranting a law enforcement or policing response including the pertinent details and (b) instruct his/her dispatcher to notify the dispatch center of the community in which he/she is located including the location, type of situation and whether assistance is needed from that agency.
2. All paperwork, including citations, citation audit sheets, complaint applications, booking procedures, crash reports, incident reports and any other documents required pursuant to law or policy, shall be completed in accordance with the agency in whose jurisdiction the motor vehicle enforcement action occurred. The officer and agency that initiated the police action shall ensure that all paperwork required by the court having jurisdiction is served upon the court. All court activity resulting from such police action, including but not limited to clerks hearings, show cause hearings, arraignments and any other proceedings, shall be the responsibility of the officer and/or agency that initiated the police action.

3. While engaged in such activities, should the need arise for EMS, Fire Department and/or other assistance, the officer shall request such assistance through the agency in whose jurisdiction the enforcement action was taken and in accordance with Massachusetts General Laws Chapter 111C as it relates to EMS Service Zones. This shall also include any requests for tow services.

NOTE: Unless Police Officers have received the authorization of their department commanding officer or the commanding officer of the agency from the community in which they are contemplating taking a police action or activity, off-duty officers shall not activate themselves to an on-duty status. For the purpose of this agreement, Police Chiefs shall be the only officers considered on duty at all times.

Article 6 – Costs

Police officers taking action in another community pursuant to this agreement shall not be considered to be employees of that community; rather, they shall at all times and for all purposes be considered to be on duty for the community in which they are appointed and by which they are regularly employed.

Each Department shall assume and be responsible for paying (a) all of its own personnel costs, including but not limited to, salaries, overtime, temporary and permanent disability benefits, and payments under applicable collective bargaining agreements; and (b) all of its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies; provided, however (when applicable), that the Requesting Department shall reimburse the Responding Department for such payments to the extent there is either insurance coverage available to do so or any Federal, State or Local emergency funds (e.g., in the event of a natural disaster or other catastrophic event) available to do so. In the event of multiple Responding Departments, available reimbursement shall be prorated equitably.

A determination of a Responding Department to not seek reimbursement in connection with a particular mutual aid event shall not be deemed as a waiver of the right of the Responding Department to seek available reimbursement for any other mutual aid events.

Article 7 – Indemnification and Insurance

The Requesting Department agrees to indemnify, defend and hold harmless the Responding Department from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage cause by or arising out of any intentional or negligent misconduct by officers or employees of the Requesting Department, or by officers of the Responding Department, while acting in good faith compliance with the orders or directives of a superior officer of the Requesting Department.

Each participating community shall maintain liability insurance, with coverage limits of at least One Million Dollars ($1,000,000), covering the actions of its Police officers while receiving or rendering Mutual Aid.

Article 8 – Amendment

This agreement may be modified only by the written agreement of the participating communities. Nothing contained herein shall preclude the Chiefs of Police of the participating communities from establishing mutual aid guidelines and procedures that are consistent with the terms of this agreement.

Any participating community may withdraw from this agreement by notifying the other participating communities in writing of such withdrawal and specifying the effective date of such withdrawal. No withdrawal shall affect any rights, responsibilities, or obligations arising out of a mutual aid event that occurred prior to the effective date of withdrawal.

All notices shall be provided to the Mayor, Manager, or Board of Selectmen, as well as the Chief of Police of each other participating community.

Any city or town may become a participating community by the agreement of a majority vote of the then participating communities and by the execution of a written amendment to Exhibit A to this agreement.

Certifications

Each participating community certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this agreement and (c) that its Police officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.

Executed as a sealed instrument by the parties' duly authorized representatives.
[Date and signatures for each community by its chief executive officer (e.g., Board of Selectmen) and Chief of Police.]