

<p style="text-align: center;">STOW POLICE DIRECTIVE NO. 1 2014 CEMLEC</p>	<p>ISSUED DATE: 01/07/14</p>
	<p>EFFECTIVE DATE: 01/07/14</p>
	<p>REVISION DATE: _____</p>
<p>Issued By: _____ <u>William Bosworth</u> Chief of Police</p>	

The purpose of this directive is to establish the guidelines for Stow Officers (a CEMLEC signatory community) on exercising police powers in any other CEMLEC signatory community. Stow Officers may activate their extraterritorial authority when they have 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.

1. Said Officer shall make notification, in a timely manner (as soon as possible), to the Police Department in the community in which the motor vehicle violation or violation of the law occurred.
2. Unless circumstances dictate a practice to the contrary, while in the jurisdiction of another signatory community, Police Officers may stop a motor vehicle for any motor vehicle infraction or other violation of the law provided that they are operating a Police vehicle equipped with emergency warning lights and an audible siren, or similar devices, under the following circumstances:
3. 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.
4. 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 clerk's hearings, show cause hearings, arraignments and any other proceedings, shall be the responsibility of the Officer and/or agency that initiated the Police action.

5. 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.

Unless Police Officers have received the authorization of their department's 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.

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STOW POLICE DIRECTIVE NO. 2 2014 Interagency mutual aid agreement	ISSUED DATE: 01/07/14
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General Considerations and Guidelines

Massachusetts General Law (M.G.L.) c.40, § 8G, permits cities and towns to enter into “Mutual Aid Agreements,” for the purpose of assisting each respective municipality in protecting the lives, safety, and property of the public.

A city or town, which accepts M.G.L. c. 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 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 Stow Police Department are duty-bound to protect civil liberties and rights, as well as citizens’ legitimate privacy interests. The Town of Stow expects that other agencies that operate within Stow will adhere to the same legal principles.

1. Written Inter Agency Mutual Aid Agreement

In compliance with mutual aid programs annotated in M.G.L. c. 40, § 8G, certain municipalities of The Commonwealth of Massachusetts, including Stow, have accepted the provisions of § 8G and as a result have established and implemented a written agreements for Interagency Mutual Aid.

In signing the interagency agreement, each signatory municipality and respective Chief of Police invokes M.G.L. c. 40, § 8G, and thereby requests 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.

- a. The Chief of Police of Stow, 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 Stow Police Department and the Town of Stow.
- 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.

II. POLICY

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

III. 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
 - 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 police department that 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. The Stow Police Department shall ensure that the arresting officer is available for any and all necessary court appearances or other proceedings.
- g. Stow 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 Stow Police Department.
- h. Stow police officers are expected to intervene if law enforcement officers from another agency do not observe established legal principles or act outside the scope of the scope of the law, and not further facilitate actions or omissions that are considered unlawful or in violation of department policy. Stow police officers will not be excused from taking the appropriate intervening action.
- i. Stow 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 Stow Police Department's established protocol.
- j. Stow 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 Stow Police Department, shall immediately notify said commanding officer that they cannot perform the task.
- k. Commanding officers of the Stow Police Department will honor the same guidelines for officers from other signatory departments.

C. Mutual Aid Resources

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 Stow Police Department will post a list of agencies 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 act under the direction and command of the lead agency.
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. manpower;
 - c. resources; and
 - d. assignments.
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, a Stow 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 Stow 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 Stow.
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.

STOW POLICE DIRECTIVE NO. 3 2014 TRAINING BULLETIN INTER AGENCY MUTUAL AID	ISSUED DATE: 01/07/14
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Issued By: _____ _____ <u>William Bosworth</u> Chief of Police	

Background: The Middlesex County Chiefs of Police Association has found that in certain circumstances it is in the best interest of the public safety and officer safety to allow for officers to exercise police powers outside of the territorial boundaries of their municipalities. In light of Mass General Law and certain court decisions (e.g. Leblanc), the Chiefs have decided that an Interagency Mutual Aid Agreement is the best way to accomplish this goal.

By executing the agreement, participating jurisdictions have authorized their *on-duty* officers to have full police powers, including to make arrests, in all other signatory communities, but to ensure a proper working relationship certain guidelines and parameters had to be established. With this in mind, this training bulletin has been written to help guide Supervisors and Officers in Stow to properly follow the agreement when exercising police powers outside of Stow and when Officers from other communities exercise police powers within our jurisdiction.

Definitions

-**Commanding Officer:** A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of the shift

-**Official Request:** A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of the agreement

-Party: City, town, or other political subdivision that has executed the Agreement through its Chief of Police and/or other authorized signatory.

-Police Officer: Sworn municipal police officer regularly employed as such by or in any Party

-Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to power of arrest

-Receiving Party: A Party receiving police assistance or in which one or more Police Officers regularly employed by another Party is exercising Police Powers in accordance with the agreement

-Self-Activation: The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by any other signatory Party in the agreement

-Sending Party: A Party that provides police assistance or whose Police Officers exercise Police Powers within the territorial limits of any other Party under terms of the agreement

This agreement could be exercised in several ways but most commonly will fall under two categories:

► A request for mutual aid from another Party (Official Request), which may include, but is not limited to:

Terrorist or enemy action

Natural disaster

School or workplace violence

Civil disturbance

Impaired Driving

Storm or Flood

Fire

Any other operation/investigation requiring regional response

► While on duty in their own community, a Police Officer or Officers may self-initiate a police action in another jurisdiction (Self-Activation) for any lawful purpose, which may include, but is not limited to:

- a. Reckless/Negligent motor vehicle operation
- b. B&E in progress
- c. Assault & Battery in progress
- d. Domestic Situation

- e. Any public safety hazard to the public or Officer

In all circumstances, any Police Officer exercising powers under this agreement must be an active officer, in good standing, and on duty at the time of the incident in question.

Stow Officers in other Jurisdictions

When a Stow Police Officer enters another jurisdiction to exercise Police Powers, they must notify the Commanding Officer of that jurisdiction as soon as practically possible. Clearly, circumstances may dictate how quickly this can happen, but there should not be any prolonged action in another community without notification. This notification can be in person, by radio, or by other alternate communications device.

When responding to an Official request, the Police Officer should report to the designated staging area and notify the Commanding Officer they are present and awaiting further assignment. In the case of a Self-Activation, notification may not be immediate, but as soon as possible, the Police Officer shall notify the relevant jurisdiction their identity (Name, Rank, Agency), location, and nature of the police action being taken. The Police Officer will be under the command of the Commanding Officer of that community.

Any Stow officer involved in a Self-Activation outside of Town shall also immediately notify Stow Control of their activity. The Shift Commander/Patrol Supervisor has the discretion to recall the officer at any time. A Stow supervisor should respond if possible to the outside agency in which an Stow officer has initiated activity.

Outside Agency Officers in Stow

When we (Stow Police) are making an Official Request to another Party for Mutual Aid, as much pertinent information as possible shall be given to other agency. This should include the location and nature of the incident as well as the designated staging area and identity of our agency point of contact.

In the case of outside Police Officer activating themselves, officer(s) from Stow shall be dispatched to the location of the incident and a supervisor should also be dispatched to the scene. As in the case when our officers leave town, outside officers shall be under the command of our Shift Commander who will have the final authority on any action taken in our jurisdiction.

Exercise of Police Powers- Arrests

If an Stow Officer makes an arrest in another jurisdiction, the Commanding Officer of that jurisdiction shall decide if they need to be charged and booked there or do an “administrative booking” of the arrestee or if they can be transported directly back to Stow for booking. This

will depend on the type of incident the Stow Officer responded to. For example, if an Stow Officer witnesses a crime such as an Assault and Battery or B&E occurring and they take action while waiting for officers from that jurisdiction to respond, then it will likely be charged in the jurisdiction in which it occurred. However, if the Stow Officer observes a motor vehicle violation in Stow and makes the stop in another town which turns into an arrest then the other town's Commanding Officer may elect to do an "administrative booking" or may just allow our officer to bring the offender back to our station for processing.

When an officer from another jurisdiction makes an arrest in Stow, our Shift Commander/Commanding Officer will make the determination if the offender/suspect will be processed here or in the officer's jurisdiction.

This is just a general guideline/learning tool regarding the Middlesex Mutual Aid Agreement so all Stow Police Department Policies and Procedures as well as Massachusetts General Laws should be considered when taking any action. As with all other training bulletins, every possible scenario cannot possibly be thought of or covered in this small space so proper officer discretion and decision making must be used on the street.