



City of Newton

Police Department

GENERAL ORDER

JOHN F. CARMICHAEL
CHIEF OF POLICE

GENERAL ORDER: 110

TO: All Sworn Personnel

EFFECTIVE: September 1, 1988

REVISED: June 8, 2016

REVIEWED: February 9, 2024

SUBJECT: Mutual Aid or Concurrent Jurisdiction

PURPOSE: To inform all officers of our agency's jurisdiction and mutual aid.

COMMENTARY: The City of Newton is west of Boston and Brookline, north of Needham, east of Wellesley and Weston, and south of Waltham and Watertown. A number of maps are posted throughout the Department that detail the boundaries of this jurisdiction. No annexation or change is possible.

Our normal jurisdiction as police officers is restricted to the boundaries of the City of Newton except in cases of fresh and continued pursuit and warrant service. We share this jurisdiction with other law enforcement agencies such as:

- Massachusetts State Police
- Massachusetts Transit Police
- Massachusetts Environmental Police
- Railroad Police Departments
- All Federal Law Enforcement Agencies
- Boston College Police Department
- Lasell University Police Department

Our Department conducts the majority of enforcement activity in the community. However, all officers should be aware that the authority of these other agencies does permit them to conduct their own type of enforcement activity within the boundaries of the City. It is the policy of this Department to fully cooperate with these organizations whenever they are conducting legal operations, whether or not they seek our assistance or cooperation.

PROCEDURE:

MIDDLESEX COUNTY INTERAGENCY MUTUAL AID AGREEMENT:

Chapter 40, Section 8G, authorizes Newton to enter into Mutual Aid Agreements with other cities and towns. On February 4, 2014 the Newton Police Department entered into a Mutual Aid agreement known as the "Middlesex County Interagency Mutual Aid Agreement." This agreement includes all Middlesex County cities and towns with the exception of Cambridge (See

Addendum A. The following outlines the agreement and procedures to be followed by the Newton Police Department:

I. 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 Newton Police Department are duty-bound to protect civil liberties and rights, as well as citizens’ legitimate privacy interests. The City of Newton expects that other agencies that operate within Newton will adhere to the same legal principles.

II. Written Interagency 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 Newton, 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 Newton, 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 Newton Police Department and the City of Newton.
- 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.

III. POLICY

It is the policy of the Newton 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 Newton Police Department and the signatory municipalities of the Commonwealth of Massachusetts.

IV. 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.

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 Newton Police Department shall ensure that the arresting officer is available for any and all necessary court appearances or other proceedings.
 - g. Newton 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 Newton Police Department.
 - h. Newton 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. Newton Police Officers will not be excused from taking the appropriate intervening action.

- i. Newton 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 Newton Police Department's established protocol.
- j. Newton 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 Newton Police Department, shall immediately notify said commanding officer that they cannot perform the task.
- k. Commanding officers of the Newton Police Department will honor the same guidelines for officers from other signatory departments.

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 Newton Police Department will post a list of agencies that are signatories to the Massachusetts Interagency Mutual Aid Agreement.

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.

Liability

1. While on-duty and in transit to, returning from, and during a mutual aid response for another city or town, a Newton 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 Newton 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 Newton.
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.

PROCEDURE:

Requesting Assistance from the MSP, neighboring police agencies (not participating in the Middlesex County Interagency Mutual Aid Agreement), federal law enforcement or National Guard:

1. It shall be the responsibility of the Officer-in-Charge (OIC) to make the initial decision regarding the need for **outside assistance** during some emergency situations.
2. The Chief of Police or designee shall be contacted and advised of the purpose for requesting mutual aid and fully briefed on the circumstances surrounding the action.
3. Examples of situations which might require this action include, but are not limited to:
 - a) Disbursement of large crowds or gatherings
 - b) Searches for a suspect or suspects following a crime
 - c) Searches for missing or wanted persons
4. Radio communication between agencies shall be made via the Boston Area Police Emergency Radio Network (BAPERN) or other suitable means.
5. The OIC shall assume overall command of those situations in which they have obtained outside assistance. Incident Command System protocol shall be implemented.

PROCEDURE:

Request for Mutual Aid from local (not participating in the Middlesex County Interagency Mutual Aid Agreement), state or federal law enforcement agencies:

1. Whenever any other law enforcement agency **requests our assistance** for problems or situations outside of Newton city limits, the Chief of Police, Acting Chief, or his/her designee must be contacted and shall be the only person who can authorize this assistance. However, in unanticipated acute emergency situations the OIC may send assistance to neighboring communities and then notify the Chief, Acting Chief, or his/her designee.
2. It is the responsibility of the OIC to obtain the full details regarding the request and to appraise the Chief of this information.
3. All officers responding to a call for mutual aid shall be under the direct command of a supervisor from the Newton Police Department. Any officer of this Department so detailed shall have the authority of police officers in that city or town (M.G.L. Chapter 41, Section 99) and shall have the same immunity and privileges as when acting within their own community in accordance with Departmental procedures.
4. Radio communication between agencies shall be made via the Boston Area Police Emergency Radio Network (BAPERN).
5. The OIC shall be mindful when sending assistance that he/she shall maintain an adequate and suitable sized force to handle the needs of our community.

PROCEDURE:

Newton police officers frequently traverse through bordering communities in order to decrease travel distances and expedite response to service or emergency calls in remote sections of the city. This is especially true on the borders we share with the Town of Brookline and the City of Boston. None of the officers assigned to these police agencies have a responsibility to patrol within a bordering community. However, officers should be able to act without hesitation if they encounter a crime in progress in an adjacent community.

The City of Newton, City of Boston and Town of Brookline entered into an agreement on October 19, 1999, providing for the exercise of police powers 500 yards into the corporate limits of each respective Cities' and Town's jurisdiction. This agreement was authorized by the state legislature under Chapter 212 of the Acts of 1998. The following procedures shall be adhered to by agency personnel under this agreement:

1. Arrest: Unless otherwise determined by a supervisor in the jurisdiction on scene where the arrest was made, responsibility for the arrest and custody of a prisoner shall remain with the Department making such arrest.
2. Criminal Complaints: Unless otherwise determined by a supervisor in the jurisdiction on scene where the arrest was made, application for criminal complaints shall be sought by the arresting Department in the arresting Department's jurisdiction pursuant to G.L. C277:S57.
3. Notification: Notification of action taken by a Department under the authority of St. 1998, c. 212 shall be made by the Department taking such action through the cities' or town's Operation Unit/Division via telephone or the Boston Area Police Emergency Radio Network.
4. Citizen Complaints: Citizen complaints made against an officer acting under the authority of St. 1998, c. 212 shall be referred to and processed pursuant to the citizen complaint procedures by the Department that employs the officer.
5. Privileges and Immunities: Officers while acting under the authority of St. 1998, c. 212 in another jurisdiction shall have the same privileges and immunities as when acting within their respective cities and towns.
6. Radio Communications: Radio communications between agencies shall be made via the Boston Area Police Emergency Radio Network (BAPEREN).

Per order of:



John F. Carmichael
Chief of Police

