



TIVERTON POLICE DEPARTMENT GENERAL ORDERS

Subject: Agency Jurisdiction and Mutual Aid	General Order Number: 250.00	
Section: 200 - Administration	Subsection: 50 - Miscellaneous	
Amends/Supersedes: 250.00 (11/12/2014), 250.00 (04/12/2018)		
Effective Date: 11/12/2014	Revised Date: 12/08/2020	Review Date: As Needed
Per Order Of: Patrick W. Jones, Chief of Police		
RIPAC: 2.24		
Distribution: All Department Members		

NOTE: This written directive is for the internal governance of the Tiverton Police Department, and is not intended and should not be interpreted to establish a higher standard of care in any civil or criminal action than would otherwise be applicable under existing law.

I. POLICY

It will be the policy of the Tiverton Police Department to provide and exchange upon request police services to and from another agency without limitation, but generally in accordance with the guidelines set forth in this policy.

II. PURPOSE

The purpose of this policy is to provide guidelines for reciprocal police services across jurisdictional lines in order to enhance the capabilities of law enforcement to protect citizens and property in that area.

III. DEFINITIONS

- A. Emergency Situation: An actual or potential condition that poses an immediate threat to life or property. In the context of mutual aid, it means a situation that exceeds the capability of an agency to counteract a potentially explosive situation.
- B. Mutual Aid: The exchange of services, personnel, and/or equipment between law enforcement agencies during times of emergency.
- C. Mutual Assistance: The limited exchange of services, personnel, and/or equipment between law enforcement agencies during routine law enforcement activities, i.e., a request for assistance to direct traffic at an accident scene or a request for back up on a domestic dispute complaint. The Emergency Police Powers set forth in R.I.G.L. 45-42-1 will apply.
- D. Concurrent: Having equal jurisdiction or authority.

IV. PROCEDURES

A. Jurisdiction

1. The Tiverton Police Department and the Rhode Island State Police have concurrent jurisdiction for crime detection and suppression, as well as for traffic control and safety on the highways within the boundaries of the Town of Tiverton.
2. The Department of Environment Management (DEM) has concurrent jurisdiction within the boundaries of the Town of Tiverton. DEM's, Conservation Officers' primary role is the enforcement of fish and wildlife laws. DEM, Conservation Officers also enforce criminal and traffic state laws covered in by the Rhode Island General Laws.
3. This Department will respond to all requests for service within the jurisdiction as defined by law. Should any member(s) of the Rhode Island State Police or Conservation Officer be on the scene of an accident or any other occurrence, the Tiverton Police Department will provide any assistance necessary to that respective agency.

B. Geographic Boundaries

1. The Town of Tiverton is bordered by the Sakonnet River to the west, the Town of Westport, Massachusetts on the east, the City of Fall River, Massachusetts to the north and north east, and the Town of Little Compton, Rhode Island to the south.

V. MUTUAL AID

A. Requests for mutual aid from outside law enforcement agencies.

1. When officers respond for mutual aid to outside departments, Tiverton Police Officers will be vested with the same legal authority as if they were acting within their own jurisdiction, as referenced in Rhode Island General Law 45-42-2 (b). They will adhere to the policies, procedures, rules, and regulations of the Tiverton Police Department. The exception would be circumstances in which a pursuit exists which travels into an adjoining community. In those situations, the pursuit policy of the entered jurisdiction will apply and control and the entered jurisdiction will have the authority, consistent with its policies, to terminate the pursuit.
2. In the event that several officers are needed for mutual aid, the ranking Tiverton officer will be in charge. Any orders given by the outside agency to members of this department will be delegated through the ranking Tiverton officer at the scene.

B. Requests for mutual aid from federal law enforcement agencies.

1. The Chief of Police of the Tiverton Police Department, or his/her designee, after receiving a request for mutual aid from any federal law enforcement agency, may direct and/or assign a member or members of the Department to provide the requested assistance to that federal law enforcement agency.

- C. Requests for mutual aid initiated by the Tiverton Police Department.
1. In the event of an emergency situation, the Tiverton Police may request mutual aid from any municipal or federal agency. This request, when authorized by the Chief of Police, will be made by the Chief of Police, or designee, to the Chief Executive Officer of the agency to which the request is being made.
 2. In the event outside agencies and personnel are requested for mutual aid, this Department will be responsible for the deployment and actions of those respective members who subsequently respond to provide assistance to this agency.
 3. An emergency situation in which the Department requires the assistance of the Rhode Island National Guard and/or other Federal Law Enforcement agencies, the Chief of Police, or designee, will request such aid from the Governor or designee.
 4. In all cases where the Tiverton Police Department has sought mutual aid, the following will apply:
 - a. Arrestees will be processed under the direction of the Tiverton police.
 - b. Prisoners will be transported under the direction of the Tiverton police. Vehicles for this purpose may be provided by outside agencies.
 - c. Temporary detention facilities will be operated under the direction of the Tiverton police.
 - d. Radio communications will be coordinated by the Tiverton Police department through the use of the Inter-City radio system or the 800 MHZ radio system. Officers will communicate via the TPD DISP (bank 1 channel 1) radio Frequency designated for the Tiverton Police Department. It will be the dispatchers and the Officer in Charge's (OIC) responsibility to monitor radio communications and keep personnel informed.
 - e. The identity of the ranking authority from the Tiverton Police, who is at the scene and requesting mutual aid, will be made known to the commanding officer of the agency providing assistance.
 - f. It will be the responsibility of the OIC to obtain estimates of aid and resources available from provider agencies.
 - g. The Chief of Police, or designee, will periodically review all mutual aid agreements the department is party to. Concern is drawn to the legal status of the agreement(s) as well as current information of the provider agency.
 - h. When appropriate, expenditures, if any, will be borne by the receiver agency to compensate for the use of the provider agency's resources.

VI. NON-EMERGENCY MUTUAL AID AGREEMENTS

- A. Rhode Island General Law 45-42-2 authorizes Rhode Island communities that “lie adjacent” to one another to enter into agreements to provide assistance in a non-emergency situation for “all those police services prescribed by law within any portion of the jurisdiction of the city of town... granting the authority”. The law proscribes certain legal privileges and immunities to a police officer operating under its provisions. Rhode Island General Law 30-15.8-3 authorizes Rhode Island Communities that are “adjacent to and border” a community of a neighboring state to enter into agreements in a manner similar to Rhode Island General Law 45-42-2. That law also proscribes certain legal privileges and immunities to a police officer operating under its provisions.
- B. The following guidelines will apply to non-emergency mutual aid agreements with other communities:
1. In the event of a non-emergency situation, the Tiverton Police may request mutual aid from an adjacent agency which the Tiverton Police Department has a current mutual aid agreement. This request, when authorized by the Chief of Police, will be made by the Chief of Police, or designee, to the Chief Executive Officer of the agency to which the request is being made.
 2. Cooperating agencies will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency’s jurisdiction and a request is made by one of the cities or towns identified in this agreement. The command structure of the requesting law enforcement agency will have the sole authority to determine the amount of personnel and equipment, if any, is available for assistance. The ranking officer of the requesting city or town will be responsible for all law enforcement decisions pursuant to this agreement.
 3. Whenever the law enforcement employees of one cooperating agency are providing police services in order to another cooperating agency pursuant to the authority contained in the mutual aid agreement, such employees will have the same power, duties, rights, and immunities for jurisdictional purposes of their requesting agency.
 4. Whenever the law enforcement employees of one cooperating agency are providing police services upon request to another cooperating agency they will be under the lawful direction and authority of the commanding law enforcement officer of the agency to which they are rendering assistance. Officers will be subject to the code of ethics, policies, and rules and regulations of their employing agency at all times.
 5. All wage and disability payments, pension, worker’s compensation claims, medical expenses or other employment benefits will be the responsibility of the employing agency, unless the requesting agency is reimbursed for such costs from any other source. Each agency will

be responsible for the negligence of its employees to the extent specified by law.

6. Each cooperating agency will be responsible for any costs arising from the loss of or damage to that agency's equipment or property while providing police assistance to the other cooperating agency.
7. The terms of the mutual aid agreement will be in continuous effect for each participating agency from the date the authorized signature for such agency is affixed hereto. Any agency may revoke its future contractual obligations hereunder only upon 60 days written notice to the other participating agency by registered mail.
8. Mutual aid agreements will be re-affirmed with the neighboring agencies on the three (3) year anniversary of the last re-affirmation. The Chief of Police shall be responsible for reviewing a reaffirming all mutual aid agreements.
9. No provision in a mutual aid agreement will derogate any statutory authority of the Rhode Island State Police.

VI. COOPERATIVE ENFORCEMENT GUIDELINES

- A. Agencies participating in mutual aid agreements recognize that related criminal activities and calls for assistance occur across jurisdictional lines and that cooperation between agencies can increase the effectiveness of law enforcement and public safety throughout the area encompassed by this agreement. Either agency may proceed by request from the other agency generally according to the following guidelines:
 1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction, but within the jurisdiction of a cooperating agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene.
 2. Whenever any on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including DWI violations, has occurred within the jurisdiction of the other agency, the law enforcement officer may stop, arrest, or cite the suspected violator according to law.
 3. Whenever an on-duty law enforcement officer views or otherwise is called upon to render aid to a motorist in an area encompassed by this agreement, the law enforcement officer will stop and render any emergency aid necessary. In the event a call for assistance is made wherein it is unknown as to the location of the request for assistance, both agencies will immediately dispatch personnel to the appropriate area and will render such further assistance as may be necessary and the circumstances of the call may require.
 4. Whenever a traffic accident involving suspected injuries, a driver under the influence (DWI), or other serious traffic violation is reported to the jurisdiction in which the accident occurred, and that

agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected DWI violator, then the cooperating agency may be contacted for any necessary assistance. The cooperative effort will include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected DWI or serious traffic violators.

5. In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating agency may be provided upon request of the affected jurisdiction.

VII. TRAINING

- A. Upon the initial implementation or the re-affirmation of a mutual aid agreement with a neighboring community, all sworn personnel will receive training on the agreement.
- B. This General Order will be reviewed by all sworn personnel on an annual basis.