



POLICY AND PROCEDURE NO. 807

Mutual Aid

Date Issued: December 2, 2013

Date Effective: December 2, 2013

9 Pages

1. POLICY:

It shall be the policy of the Worcester Police Department to render mutual aid assistance in the form of police personnel to surrounding municipalities in accordance with the following Massachusetts General Laws:

- Chapter 40 Section 8G
- Chapter 41, Section 99

Execution of this statutory authority shall comport with Article 6, Section 7 of the Revised City of Worcester Ordinances of 2008, (Part II) as to Assistance to Other Cities and Towns.

2. STATUTORY & ORDINANCE AUTHORITY:

MGL Chapter 40, Section 8G: A city or town which accepts this section may enter into an agreement with another city or town, or other cities and towns including cities and towns in states contiguous to the commonwealth, to provide mutual aid programs for police departments to increase the capability of such departments to protect the lives, safety, and property of the people in the area designated in the agreement. Said agreement may include the furnishing of personal services, supplies, materials, contractual services, and equipment when the resources normally available to any municipality in the agreement are not sufficient to cope with a situation which requires police action. When providing such mutual aid, police officers shall have all the immunities and powers granted to them in the municipalities that employ them, including, but not limited to, powers of arrest.

While in transit to, returning from, and during a mutual aid response for another city or town, a participating police officer shall maintain the right of indemnification granted by law, or by his home city or town, or both, for all claims arising out of any action within the scope of his employment in accordance with a valid mutual aid agreement. A mutual aid agreement may provide for methods of activation or requesting and responding to mutual aid requests. The agreement may also address issues such as pay and benefits for officers, insurance, indemnification, injury compensation and other operational matters related to police services provided for a mutual aid response. Nothing in this paragraph shall be construed to expand or otherwise modify existing police powers as provided by law or any existing mutual aid agreement or both.

MGL Chapter 41 Section 99: The mayor, selectmen, chief of police, or person however designated having the duties of a chief of police, or, in the absence of the chief of police, or person however designated having the duties of a chief of police, the commanding officer, may upon the request of the mayor, selectmen, chief of police, or person however designated having the duties of a chief of police, or in the absence of the chief of police or person however designated having the duties of a chief of police, the commanding officer of any other city or

town, provide police officers, who shall have the authority of constables and police officers within the limits of such city or town, except as to the service of civil process, and, while exercising such authority within such limits, shall have the same immunities and privileges as when acting within their respective cities and towns; and the city or town providing said officers shall be entitled to receive from such city or town the amount paid to them for their service, including their necessary traveling expenses.

Article 6 Section 7 of the Revised Ordinances of 2008 of the City of Worcester (Part Two-Organization of City Agencies): Assistance to Other Cities and Towns

The Chief is authorized to extend such aid as he may deem necessary to another city or town at the request of the city or town in suppression of riots and other forms of violence therein, provided, however, the Chief shall receive prior approval of the City Manager before extending assistance outside the greater Worcester area.

The ordinance mandates that the Chief may authorize such deployment within the Greater Worcester area while authorization for deployment of police personnel outside the Greater Worcester Area must be authorized by the Police Chief and City Manager. For the purposes of this policy and procedure, "Greater Worcester Area" shall include all those Central Massachusetts cities and towns within the County of Worcester. The services of this department's S.W.A.T. team, Hostage Negotiation/Crisis Intervention Team and K9 resources shall be included within the provisions of this policy and procedure. Actual deployment of the aforementioned WPD resources team in any city or town outside the City of Worcester must meet the commonly accepted situational requirements established by the commanding S.W.A.T. officer at the scene, the Official in Charge of the OIC of the Hostage Negotiation/Crisis Intervention Team and/or the OIC. Withdrawal of S.W.A.T. personnel from any incident outside the City of Worcester may be ordered at the discretion of the commanding S.W.A.T. officer notwithstanding the aforementioned deployment authorization.

3. PROCEDURE:

Deployment of Worcester Police personnel in a municipality outside the City of Worcester shall be implemented in the following manner:

RESPONSE FOR AID REQUESTS TO THE GREATER WORCESTER AREA: (as defined above)

1. Upon the request of one or more of the following local officials:
 - A. a mayor of a city or town, or
 - B. selectman of a city or town, or
 - C. the Chief of Police of a city or town or person however designated having the duties of a city or town's Chief of Police or.
 - D. the commanding officer of the police of a city or town
2. If said request is for the purpose of suppressing a riot or other form of violence within the requesting city or town, the Worcester Chief of Police, or Deputy Chief of Police may deploy Worcester Police personnel to the requesting city or town.

3. Worcester Police personnel so assigned shall have the same immunities and privileges in the requesting city or town as when acting within the City of Worcester.
4. The City Manager or the person designated as "Acting City Manager" shall be notified when police personnel are deployed outside the City of Worcester.

RESPONSE FOR AID REQUESTS TO CITIES AND TOWNS OUTSIDE THE GREATER WORCESTER AREA: (as defined above)

1. Upon the request of one or more of the following local officials:
 - A. a mayor of a city or town, or
 - B. a selectman of a city or town, or
 - C. the Chief of Police of a city or town or person however designated having the duties of a city or town's Chief of Police or.
 - D. the commanding officer of the police of a city or town
2. If said request is for the purpose of suppressing a riot or other form of violence within the requesting city or town, the Worcester Chief of Police, or Deputy Chief of Police may deploy Worcester Police personnel to the requesting city or town.
3. Worcester Police personnel so assigned shall have the same immunities and privileges in the requesting city or town as when acting within the City of Worcester.

4. MUTUAL AID AGREEMENTS:

By operation of MGL Chapter 40, Section 8G, the Worcester Police Department has entered into an agreement with several communities with the Greater Worcester Area. In sum, this agreement allows for the following:

- Sworn police personnel employed by signatory police agencies are granted full police authority when transporting and guarding an arrested person in the City of Worcester.
- Sworn police personnel employed by signatory police agencies are granted full police authority while on official duty at any of the Commonwealth's Trial Courts courthouses. This agreement is reciprocal.
- Sworn police personnel employed by signatory police agencies are granted full police authority to pursue, stop, inquire with, investigate and cite a motorist that travels over a city/town boundary after having committed a motor vehicle offense in the originating city or town. This agreement is reciprocal.

A copy of the actual Mutual Aid Agreement that conveys this authority as well as a listing of the signatory communities is attached as an addendum to this policy and procedure statement.

Per:

Gary J. Gemme
Chief of Police

MUTUAL AID AGREEMENT

Agreement made as of the _____ day of _____ 201_, by and among the City of Worcester and those municipalities that are signatories to this agreement.

WHEREAS, the parties to this agreement recognize that in certain situations the ability of police officers to exercise police powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the lives, safety and property of the public; and

WHEREAS, chapter 40, section 8G of the Massachusetts General Laws authorizes cities and towns which have accepted its provisions to enter into law enforcement mutual aid agreements; and

WHEREAS, each of the parties to this agreement has duly accepted the provisions of M.G.L. c. 40, § 8G, and desires to enter into an agreement which sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid and for the exercise of police authority by police officers of each municipal party within the territorial limits of each other municipal party.

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

SECTION 1 – DEFINITIONS:

“Commanding Officer” means the Chief of Police or, in the absence of the Chief of Police, the police officer designated as having command responsibility.

“Equipment” or “Police Equipment” means any tangible personal property used by police officers pursuant to this agreement including, but not limited to, motor vehicles, radios, uniforms and accessories, weapons and ammunition, tear gas, “pepper spray” and mace, handcuffs, batons, body armor, binoculars, cameras, gasoline and batteries.

“Municipality” means a city or town (or, where appropriate, other entity such as university or out of state community, for example) which is a party to this agreement.

“Mutual Aid” means the provision of police officers and equipment by one Municipality to another pursuant to this agreement, on a temporary basis.

“Police Officer” means any person appointed to be a member of the police department of a Municipality and authorized to exercise police powers, including the power of arrest and who has successfully completed a basic recruit or Reserve/Intermittent academy operated or approved by the Massachusetts Municipal Police Training Committee.

“Requester” or “Requesting Municipality” means the party which requests police officers or police equipment from another party pursuant to this agreement.

“Responder” or “Responding Municipality” means the party which provides police officers or police equipment to another party pursuant to this agreement.

“Transporting Officer(s)” means one or more police officers engaged in transporting a person under their care, custody or control, including but not limited to prisoners, detainees, suspects, witnesses, injured persons, and confidential informants.

SECTION 2 - SCOPE OF COVERAGE:

2.1 A Requesting Municipality may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it temporarily needs additional police officers or equipment from another Municipality. 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. Nor does it supersede any other means, such as M.G.L. c. 41, § 98, by which police officers may be requested or supplied. It is not intended to cover off-duty assignments.

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

2.3 Additionally, this agreement authorizes police officers of each Municipality to exercise full police powers in each other Municipality, even in the absence of a specific request for mutual aid, provided such police officer is on duty for his/her employing department at the time and one of the following three situations applies:

A. Transporting a prisoner to or from a hospital:

- a. As not every municipality has a hospital or medical facility, there are times when out of town officers must bring prisoners to these facilities for treatment or transport them from such hospitals or medical facilities. Police officers from signatory municipalities may exercise full police powers in the City of Worcester or other municipality in which is located a hospital or medical facility, not only during the actual transportation of a prisoner to or from a hospital or other medical facilities, but also during any period of guarding a person in the officer's care, custody or control. Such officer is authorized to perform customary police functions including but not limited to preventing escape, arresting confederates, aiders, and abettors in escape, while having police officer status if assaulted and may exercise other police functions while guarding or accompanying the individual.
- b. Should a police department from a signatory municipality use the Worcester Police Department's lockup facility and if the prisoner is sick or injured upon arrival, the Worcester Police Department typically will refuse to accept that prisoner. In these cases, it is the arresting police department's obligation to get the prisoner medically cleared. This agreement will authorize officers from signatory communities not only to transport prisoners to and from the Worcester Police Department's lock-up, but also to and from a hospital or other medical facility in the City.

B. Courthouse

- a. Courthouses are epicenters for criminals and their associates and officers should be able to fully protect themselves as sworn police officers. Uniformed officers with guns at the courthouse need the right to arrest and take police action where warranted. Moreover, they need Police Officer status if assaulted.
- b. Should a police officer from a signatory municipality be on duty for any purpose at a courthouse in another signatory municipality, such officer may take all lawful police

action to preserve the peace, protect the courthouse staff and public, and carry out the officer's duties as a police officer in or about the courthouse.

C. Pursuing a motorist across a city/town line

- a. An officer from a police department in signatory community is authorized to stop a motor vehicle for an offense that occurs in the officer's employing municipality but where that motorist crosses into Worcester or another signatory municipality before stopping for the officer. Upon stopping the motorist, the officer may conduct any lawful inquiry, make any lawful observations, and carry out customary police functions, including but not limited to requiring an operator to perform field sobriety tests, and may make an arrest or take other enforcement actions, including but not limited to placing a person in Protective Custody or issuing a citation or warning.
- b. This agreement will in no way restrict officers from engaging in so-called "fresh and continued pursuit" pursuant to applicable Massachusetts law where there is an arrestable offense observed in the officer's home jurisdiction.

Note: While acting pursuant to Section 2.3, so-called Section 12 actions could also be made by officers if warranted.

Officers entering the City of Worcester pursuant to Section 2.3 of this agreement should make arrangements to have the Worcester Police Department's Dispatch Center notified both on their entry and departure from the City. A phone call, radio call or other form of notice will suffice, simply stating that they have a prisoner at UMass for treatment under guard by (the name of their department), for example. Conversely, Worcester Police Officers entering a signatory municipality pursuant to this agreement shall make similar arrangements to have the local police department notified upon their entry and departure.

SECTION 3 - AUTHORITY OF OFFICERS:

3.1 The police powers, rights, privileges and immunities of any Police Officer employed by a party to this agreement shall extend within the territorial limits of each other party to this agreement while such officer is in the course of providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.3 of this agreement, including while traveling directly to and from the requesting Municipality.

3.2 When providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.3 of this agreement, a Police Officer shall not be considered for any purpose to be an employee of the Requesting Municipality. All employment rights, compensation and benefits shall be the responsibility of the Municipality by which the police officer is regularly employed, subject, however, to the reimbursement provisions of Section 5 of this agreement.

SECTION 4 - COMMAND AND CONTROL:

4.1 Upon entering the jurisdiction of a Requesting Municipality in response to a request for assistance, police officers of a Responding Municipality shall report immediately to the Commanding Officer of the Requesting Municipality, and shall be under the direction and control of said Commanding Officer.

Note: Officers entering the City of Worcester or other signatory municipality pursuant to Section 2.3 of this agreement should make arrangements to have the Worcester (or other

signatory municipality's) Police Department's Dispatch Center notified both on their entry and departure from the City (or other signatory municipality). A phone call, radio call or other form of notice will suffice, simply stating, for example, that they have a prisoner at UMass Hospital for treatment under guard by (the name of their department). Conversely, Worcester (or other signatory municipality) Police Officers entering a signatory municipality pursuant to this agreement shall make similar arrangements to have the local police department notified upon their entry and departure.

4.2 The Commanding Officer of the Responding Municipality may recall the police officers and equipment of his/her department at his/her sole discretion.

4.3 Nothing in this Section shall prohibit or restrict the authority of superior officers from a Responding Municipality to command subordinate officers of the Responding Municipality while they are in the jurisdiction of the Requesting Municipality.

SECTION 5 - COST AND EXPENSES:

5.1 Each Responding Municipality shall assume and be responsible for paying (i) all of its own personnel costs, including but not limited to, the salaries, overtime premiums, and disability benefits payable to its own police officers, and (ii) 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.

5.2 Notwithstanding the foregoing, however, the Requesting Municipality shall reimburse the Responding Municipality for such payments to the extent there is either insurance coverage available to do so or any Federal or State emergency funds (e.g., in the event of a natural disaster) available to do so.

SECTION 6 - INDEMNIFICATION AND INSURANCE:

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

6.2 Unless a municipality is "self-insured," each Municipality shall maintain a liability insurance policy, with coverage limits of at least \$1,000,000.00 for personal injury, including death, and \$500,000.00 for property damage, covering the actions of itself and its police officers while receiving or rendering Mutual Aid.

SECTION 7 – CERTIFICATIONS:

7.1 Each Municipality certifies to the others (i) that it has duly accepted the provisions of chapter 40, § 8G of the Massachusetts General Laws, (ii) that it is duly authorized to execute this agreement and (iii) that its Police Officers have complied with training mandates of chapter 41, § 96B of the Massachusetts General Laws. (To the extent that any of these provisions do not apply, such as with a self-insured or out of state entity, a party will supply a written explanation to the other parties.

SECTION 8 – TERMINATION:

8.1 Any Municipality may withdraw from this agreement at any time upon thirty (30) days' prior written notice to all other parties. Notice should be given to the undersigned position [e.g., Mayor, Manager, Selectmen, etc.] with a copy to the Police Chief, of a Municipality. This agreement, however, shall continue to be in effect among the remaining Municipalities.

Executed as a sealed instrument as of the day and year first above written.

City/Town of _____

As of 11 February 2015, the following cities and towns have entered into the aforementioned Mutual Aid Agreement with the City of Worcester Police Department:

- The Town of Auburn
- The Town of Berlin
- The Town of Blackstone
- The Town of Boylston
- The Town of Charlton
- The Town of Douglas
- The Town of Dudley
- The Town of Grafton
- The Town of Hardwick
- The Town of Hopedale
- The Town of Leicester
- The Town of Millbury
- The Town of New Braintree
- The Town of Northbridge
- The Town of North Brookfield
- The Town of Oxford
- The Town of Paxton
- The Town of Petersham
- The Town of Princeton
- The Town of Rutland
- The Town of Shrewsbury
- The Town of Southbridge
- The Town of Spencer
- The Town of Sterling

- The Town of Upton
- The Town of Uxbridge
- The Town of Webster
- The Town of West Boylston
- The Town of Winchendon