



## **Massachusetts**

### **Interagency Mutual Aid Agreement**



***Sponsored by: Middlesex Chiefs of Police Association***

The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as "the Parties," witness:

WHEREAS, the Parties to this agreement ("Agreement") recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

#### **Section 1.0 Purpose & Authority**

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations that require more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties' jurisdictions.

In order to address these public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under M.G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other

signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein. Nothing in this Agreement is intended to be construed to limit the lawful authority of police officers to make arrests or exercise police powers outside of this Agreement.

## **Section 2.0            Definitions**

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. Chief of Police: A Party's chief law enforcement officer; includes functional equivalent of Chief of Police, whether denominated "Director," "Commissioner," "Superintendent," or similar title.
- b. Commanding Officer: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift
- c. 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 this Agreement
- d. Party: City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. A Party may be located within, or be contiguous to, the Commonwealth of Massachusetts. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.<sup>1</sup>
- e. Police Officer: On-duty sworn municipal police officer regularly employed as such by or in any Party; for purposes of this Agreement, Chiefs of Police shall be the only Police Officers considered on-duty at all times.
- f. Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest
- g. Receiving Party: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement
- h. 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 Party under the terms of this Agreement in the absence of an Official Request

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<sup>1</sup> Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been signed on its behalf and it has not withdrawn from this Agreement as provided herein.

- i. **Sending Party:** A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement

### **Section 3.0            Term of Agreement**

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the agreement is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated. This Agreement will be maintained by the Secretary of the Middlesex Chiefs of Police Association or his or her designee.

### **Section 4.0            Termination of Agreement**

Any Party may unilaterally withdraw from this Agreement at any time upon thirty (30) days prior written notice to all Parties.

### **Section 5.0            Amendment of Agreement**

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties.

### **Section 6.0            Obligations and Responsibilities**

**6.01    Authority of Officers.** 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 Police Officer operates within the territorial limits of a Receiving Party in accordance with this Agreement, either pursuant to an Official Request or Self-Activation.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaints or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been operating within the territorial limits of the Sending Party at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the Sending Party and the Receiving Party.

**6.02 Command and Control.** When exercising Police Powers pursuant to this Agreement, Police Officers shall report as soon practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

**6.03 Official Request.** Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority) and as detailed below in Section 6.04 (Self-Activation). Any Official Request should include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.

**6.04 Self-Activation.** A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by law.

**6.05 Notification to Receiving Party of Exercise of Police Powers.** Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified promptly, given the circumstances, by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

**6.06 Powers of Police Officers.** The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

**6.07 Costs and Expenses.** Each Party to this Agreement shall assume and be responsible for paying 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 all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

## **Section 7.0 Liability and Indemnification**

Each Party to this agreement agrees to assume its own defense and hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

## **Section 8.0 Successors and Assigns**

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

## **Section 9.0 Section Headings**

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

## **Section 10.0 Execution of Counterparts**

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

## **Section 11.0 Stability of Agreement**

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

## Section 12.0      Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

## Section 13.0      Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

## Section 14.0      Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

## Section 15.0      Signatories

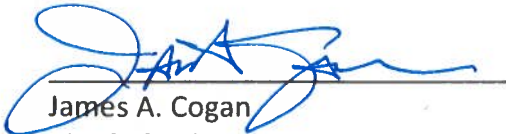
IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party,

City/Town of Acton

By:

Name:

Title:

  
James A. Cogan  
Chief of Police  
Duly Authorized

June 1, 2023

Date

By:

Name:

Title:

  
John S. Mangiaratti  
[Mayor/Manager/Board of Selectmen]  
Duly Authorized

June 1, 2023

Date

authorized  
by SB 6/26/23