



# ACTON POLICE DEPARTMENT

DEPARTMENT MANUAL; P&P: Administration			
POLICY & PROCEDURE # 4.18	DATE OF ISSUE: 2/14/2024	EFFECTIVE DATE: 2/21/2024	
SUBJECT: M.O.U. Interagency Mutual Aid	ISSUING AUTHORITY: Chief James Cogan		
REFERENCE(S): Massachusetts Police Accreditation Commission # 2.1.1; 2.1.2; 2.1.3; 2.1.4	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> AMENDS	<input type="checkbox"/> RESCINDS

## I. GENERAL CONSIDERATIONS AND GUIDELINES

Chapter 40, Section 8G, of the Massachusetts General Laws, permits cities and towns to enter into “Mutual Aid Agreements,” for the primary purpose of assisting each respective municipality in protecting the lives, safety, and property of the public when existing resources are not sufficient to do so.

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

The police departments covered under the MOU for Interagency Mutual Aid between the cities and town of Middlesex County are the departments of: Acton, Arlington, Ashby, Ashland, Ayer, Bedford, Belmont, Billerica, Boxborough, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Groton, Holliston, Hopkinton, Hudson, Lexington, Lincoln, Littleton, Lowell, Malden, Marlborough, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Shirley, Somerville, Stoneham, Stow, Sudbury, Tewksbury,

Townsend, Tyngsborough, Wakefield, Waltham, Watertown, Wayland, Westford, Weston, Wilmington, Winchester, and Woburn.

The Acton Police Department will post in the dispatch center a list of police departments that are signatories to the Middlesex County MOU.

## **II. WRITTEN MEMORANDUM OF UNDERSTANDING**

In compliance with mutual aid programs annotated in M.G.L. c. 40, § 8G, police departments of Middlesex County, which includes the Acton Police Department, have accepted the provisions of § 8G and as a result have established and implemented a written Memorandum of Understanding (MOU) for Interagency Mutual Aid. **[2.1.3(1)]**

In signing the MOU, 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 chiefs and their department's police officers in conducting law enforcement and the protection of life, property, and safety of people within their cities and towns so long as this Memorandum of Understanding is in effect.

- A. The Chief of Police of Acton, thereby requests the assistance of the other signatory chiefs and their departments in conducting law enforcement throughout the duration of the MOU.
- B. Each signatory Chief of Police thereby consents to provide the services of their department throughout the duration of the MOU to the Acton Police Department and the Town of Acton.
- C. Each signatory Chief of Police 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 MOU, Chiefs of Police shall be the only police officers considered on duty at all times.
- D. Nothing in the MOU authorizes a member agency to conduct law enforcement functions or provide police services in another jurisdiction, over the objection of the Chief of Police of the specific municipality.

## **III. POLICY**

It is the policy of this department to accept the provisions accentuated in the written Memorandum of Understanding, prescribed in M.G.L. c. 40, § 8G, between the Acton Police Department and the signatory municipalities of Middlesex County.

## **IV. JURISDICTIONAL BOUNDARIES**

## **A. Areas of Jurisdiction of the Acton Police Department**

1. The Town of Acton Police Department shall be responsible for the enforcement of all applicable laws, statutes, and ordinances within the geographical boundaries of the Town of Acton, Massachusetts. The boundaries shall be indicated in the official map of the town, a copy of which shall be posted in the Communications Center, and the Roll Call Room. **[2.1.1]**
2. Police officers of the Town of Acton may exercise jurisdiction outside of the Town of Acton's geographical limits in the following instances:
  - a. When operating under the uniform law on interstate fresh and continuous pursuit, which specifically authorizes the interstate fresh pursuit of a person in order to arrest him/her on the grounds that there is probable cause to believe he/she has committed a felony. Fresh pursuit is defined as pursuit without unreasonable delay. Preventing harm to the public;
  - b. When operating under Massachusetts General Law on fresh and continuous pursuit, which specifically authorizes that an Acton Police Officer may, on fresh and continued pursuit, exercise his/her powers of arrest in any other city or town for any arrestable offense committed in his/her presence within the Department's jurisdiction without a warrant, and return the arrested person to this jurisdiction (MGL C. 41, § 98A).
  - c. When responding to a request for mutual aid from Police Departments in other cities or towns as outlined within this directive.

## **B. Areas of Concurrent Jurisdiction **[2.1.2(1)]****

1. The Massachusetts State Police shall have specific responsibility for the investigation of motor vehicle accidents occurring on Route 2 and any of its access or egress ramps. In such cases, Acton Police Officers shall, if necessary, respond to the incident to assist in the care of the injured and assist in the care of the injured and assist in the protection of the scene.
2. The Massachusetts State Police shall have jurisdiction over the investigation of crimes occurring on state-owned properties.
3. The Massachusetts Bay Transit Authority (MBTA) shall have jurisdiction over the investigation of crimes occurring on MBTA-owned properties.
4. The Department shall notify the agency having primary jurisdiction of all emergency and non-emergency incidents. The Department when requested will provide backup support between agencies and all support will be documented in the Departments' in-house computer system. Additionally, the Department will document all self-initiated activity within the primary agencies' jurisdiction.

**[2.1.2]**

## **V. MUTUAL AID RESOURCES**

### **A. Requesting or Rendering Mutual Aid [2.1.3(3A)]**

1. If the Acton Police Department requests emergency assistance, the patrol shift supervisor making that request is responsible for ensuring that the Chief of Police, or their designee is notified immediately.
2. If the Acton Police Department is requested by another jurisdiction to provide emergency assistance requiring an expeditious response, the Chief of Police (or in their absence the shift commander) shall determine if the request can be fulfilled and to what extent. If assistance is to be provided, the Shift Commander shall immediately notify the Chief of Police or their designee. All personnel assigned to assist a requesting police department shall make contact with that department.
3. Officers dispatched to assist a requesting police department, shall carry their issued portable radio and maintain radio communications with the department.
4. The patrol shift supervisor shall cause to be made a computer-generated entry in the RMS log to document the request for Mutual Aid.

### **B. Formal Mutual Aid Agreements**

1. An executed mutual aid agreement shall remain in full force and effect until terminated by the mutual consent of the Chief Law Enforcement Officers of each jurisdiction involved, or until 10 days after the Chief Law Enforcement Officer of one jurisdiction has received written notification from the Chief Law Enforcement Officer of the other jurisdiction of their intent to terminate.
2. Formal mutual aid agreements will be maintained in the office of the Chief of Police.

### **C. Mutual Aid – Regional and/or State Agency**

1. In the event it becomes necessary to request the assistance of any regional or state agency in an emergency situation, the following procedures shall be followed: **[2.1.3 (3A)]**
  - a. The Shift Commander or the Shift Supervisor at the time of the incident shall notify the Chief of Police or the Deputy Chief, who shall determine if the requested regional/state assistance is necessary.
  - b. In the event that the decision is made to request regional/state assistance, the Chief of Police or their designee shall be responsible for requesting the necessary assistance through the appropriate channels.

- c. In the event that regional/state assistance is made available, the Chief of Police or their designee shall appoint a liaison officer, whom outside personnel are to report to, to coordinate all joint activities until the emergency situation no longer exists. **[2.1.3(3B)]**
- d. In the event that regional/state assistance is made available, this Department's communications center will communicate directly with the responding agencies' communication centers to relay crucial information and maintain radio communication. Once a command post is established on scene, this Department will make an effort to pair an Acton officer with, and/or issue spare APD radios to, responding outside agency personnel to maintain radio communications **[2.1.3(3C)]**.

2. Nothing in this directive shall preclude the sharing of resources or the normal and customary requests for assistance required in day-to-day police operations.

#### **D. Mutual Aid – National/Military Assistance**

1. In the event that an emergency situation exists that may require the assistance of a national law enforcement agency (ATF, DEA, FBI, ICE, Secret Service, etc.) and/or the Massachusetts military assistance, then the following procedure shall apply: **[2.1.3(3A)][2.1.4]**
  - The Chief of Police or highest-ranking police official (only after an attempt to notify the Chief of Police or the Patrol Division Commander has failed) shall evaluate the emergency at hand and determine what resources may be needed to resolve the crisis.
  - In the event the decision is made to request national law enforcement assistance, the Chief of Police or highest-ranking police official (only after an attempt to notify the Chief of Police or the Patrol Division Commander has failed) will be responsible for requesting the necessary assistance through the appropriate channels.
  - Below are examples of situations when Federal Agencies may need to be contacted.

##### **ATF**

- Boston office (24-hours): **617-557-1200**
- Weapons Trafficking;
- Tracing of firearms;
- Incidents involving explosives;

- Arson;
- Firearms Theft;
- Explosive Thefts;
- Federal Law violations related to weapons, arson and explosive;
- Criminal Organization involved in evading alcohol, tobacco and weapons taxes
- Outlaw Motorcycle Gangs and members.

DEA

- Boston Office (24-hours): **617-557-2100**
- Interaction and/or arrest of a person claiming to be affiliated with the D.E.A. (i.e. witness or informant)
- A person unlawfully identifying themself as an employee or agent of the D.E.A.
- Situations where a large quantity of controlled substance was located.
- Information regarding shipments, deliveries or manufacturing of illegal substances.

FBI

- Boston Office (24-hours): **617-742-5533**
- Crimes at federal financial institutions;
- Child Abduction;
- Kidnapping;
- Federal crimes;
- Crimes involving air craft
- Crimes that involve interstate trading which include vehicles, aircraft and persons;
- Crimes on federal property;
- Information received regarding potential terrorist threats including both domestic and international groups.

ICE

- On-Duty Boston Officer (24-hours): **617-565-4956**
- Immigration status of individuals in custody;
- See Policy #1.12 Immigration regarding information sharing with ICE

Secret Service

- Boston Office (24-hours): **617-565-5640**
- Crimes that involve U.S. currency
- Crimes against financial institutions
- Threats made against the President of the United States
- Threats against U.S. National Leaders

- Threats against visiting heads of state and government
- Threats towards National Special Security Events

1. In the event that national law enforcement assistance is made available, this Department's communications center will communicate directly with the responding agencies' communication centers to relay crucial information and maintain radio communication. Once a command post is established on scene, this Department will make an effort to pair an Acton officer with, and/or issue spare APD radios to, responding outside agency personnel to maintain radio communications **[2.1.3(C)]**.
- If the decision is made to request assistance from the military, then the Chief of Police or highest-ranking police official (only after an attempt to notify the Chief of Police or the Patrol Division Commander has failed) will make the request for assistance through the Town Manager of Acton to the Governor of the State of Massachusetts

2. In the event that military assistance is activated to assist in an emergency situation within the Town of Acton, the Chief of Police shall appoint a liaison officer to coordinate all joint Law Enforcement/military assistance activities until such time as the emergency situation no longer exists. The liaison officer should be a ranking police official with the authority to make command decisions in the absence of the Chief of Police or the Deputy Chief.

**National Guard: 508-233-6590**

**24-hour contact through Massachusetts Emergency Management Association Communications: 508-820-2000**

## **E. Liability**

1. While in transit to, returning from, and during a mutual aid response for another city or town, an Acton Police Officer, shall maintain the right of indemnification granted by law, or by his/her hometown, or both, for all claims arising out of any action within the scope of his/her employment in accordance with the Memorandum of Understanding.
2. Pay and benefits for Acton 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 Acton.

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.

## **M.O.U. Interagency Mutual Aid Information**

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### **History:**

#### **General Order 2013-3**

**Massachusetts Interagency Mutual Aid Agreement Sponsored by: Middlesex Chiefs of Police Association**

#### **Policy & Procedure # 4.18 M.O.U. Interagency Mutual Aid**