

## **OLD COLONY SPECIAL OPERATIONS GROUP**

### **MUTUAL AID AGREEMENT AND ASSISTANCE COMPACT**

#### **I. INTRODUCTION**

This document is a mutual aid law enforcement assistance compact and agreement between the Member Agencies of the Old Colony Special Operations Group (OCSOG). The agencies whom have executed this document and bound themselves in accordance herewith so as to increase and improve their capabilities to provide protection of life and property thereby preserving the safety and welfare of the member agencies' areas. A copy of this agreement will be included as part of the regional emergency, operational and procedural planning directory which will be maintained by each municipal police department.

#### **II. PURPOSE**

The purpose of this agreement is to provide various mutual aid programs and services to member agencies. The need for such aid may be due to terrorist or enemy actions, search or rescue operations, school or workplace violence, riots, mob action, civil disturbances, demonstrations, other natural or man-caused incidents requiring exceptional police action, private police details, various types of specialized investigative services, technological assistance or any situation which may be beyond the resources of a member agency.

To provide for the preparation and implementation of a comprehensive coordinated mutual assistance plan for member agencies which will enhance law enforcement capability in the region.

To provide for a system for the receipt and dissemination of information, data and directives within the area and to coordinate services between the member agencies and other agencies at the local, state and federal levels.

To provide for the use and operation of a cooperative emergency tactical support unit and to implement the policies and procedures supporting such unit(s).

#### **III. DEFINITIONS**

When used in this compact, various words and phrases shall be defined as follows:

- A. Sender or Sending Agency means the town or agency sending aid and assistance to another town or agency.
- B. Receiver or Receiving Agency means the town or agency receiving aid and assistance from another town or agency.
- C. Chief shall mean the Chief of Police for a member agency.
- D. Mutual Law Enforcement Assistance means to provide manpower and Logistical support needed by a law enforcement agency to meet the immediate requirements of an emergency situation when the resources normally available to that agency are not sufficient to cope with the problem.
- E. Compact Coordinator shall be the Chief of Police of a member town or, in his/her absence, his/her designee.

#### **IV. OPERATION**

- A. The municipal signatory to this agreement certifies that the municipality has adopted the provisions of Massachusetts General Laws, chapter 40, section 8G.
- B. The Compact Coordinators of the municipality signatory shall do the following:
  - 1. Coordinate the law enforcement activities of his/her town or agency with all other Compact Coordinators.
  - 2. Generally supervise and control all matters relating to Mutual Law Enforcement Assistance pertaining to his/her town or agency.
  - 3. Generally supervise and implement this Agreement and do everything reasonably possible to advance cooperation by the parties to this agreement.
  - 4. Investigate all complaints resulting from the operations of this agreement and take appropriate action.
  - 5. Analyze causes and effects of all serious emergency incidents requiring Mutual Law Enforcement Assistance and communicate directly with the Chief of Police.
  - 6. Critique staffing, operational proves and police actions in the field with a view toward averting future problems

affecting Mutual Law Enforcement response in emergency situations.

- C. The parties hereto agree to furnish to a requesting jurisdiction personnel services, supplies, materials, contractual services, equipment, and other logistical support only with the approval of the Sender's Chief of Police or his/her designated representative and provided such law enforcement assistance, equipment and other logistical support is within the capability of the sending jurisdiction at the time the specific request is made.
- D. Police Officers of a sender are considered as being on duty from the time said officer responds to the call until he/she returns to his origination point and shall have all the immunities and powers granted to them in the municipalities that employ them, including, but not limited to, powers of arrest. When rendering mutual assistance, he is considered on duty for his own town and if injured during that period is subject to benefits available from his employer (Sender).
- E. A request for assistance shall be made only to a "Compact Coordinator." No assistance shall be given without the authorization of the Sender's Compact Coordinator. The Compact Coordinator shall have the sole and final say as to whether and to what extent personnel and equipment shall be sent to assist another town or agency. Each Chief of Police shall designate alternate Compact Coordinators, not to exceed three in number, who shall have full authority to act in absence of the Chief.
- F. It shall be the duty of the Sender's Chief of Police to issue necessary Orders and direct all assisting police personnel to place themselves under operational control of the Chief of Police of the department requesting Mutual Law Enforcement Assistance, or his designee.
- G. The Compact Coordinators of the Sender and the Receiver or their designees shall file a complete written report with the appropriate Chief of Police within 72 hours after making and receiving requests, indicating the time and nature of the request and giving complete details as to the response made.
- H. Except when caused by a third party not a signatory to this agreement, Sender shall be responsible and liable for damages suffered by or caused to Sender's property during the course of

rendering Mutual Law Enforcement Assistance to the Receiver.

- I. All expenses incurred by the Sender in rendering assistance shall be paid by the Sender.
- J. In rendering Mutual Law Enforcement Assistance, Receiver and Sender shall use and be responsible for furnishing their own equipment, except where emergencies or unusual occurrences dictate the sharing of equipment between parties. Special emphasis by all parties will be placed on the mutual sharing of police communication equipment.
- K. The Chief of Police, or his designated representative, of the Receiver shall have and exercise overall command and control of any Sender's police officers participating in Mutual Law Enforcement Assistance.
- L. The nature of the emergency, or unusual occurrence as determined by the Receiver's Chief of Police, shall be a consideration in determining where the Sender's personnel shall be deployed. In the event of a natural disaster, the Sender's personnel shall be generally deployed on the scene of the disaster. In the event of a civil disturbance, the Sender's personnel generally shall be deployed as supporting units.
- M. The request for assistance shall state, as a minimum:
  - 1. The nature of the emergency, its specific location and estimated duration.
  - 2. The type and number of personnel requested.
  - 3. The type of logistical support needed.
  - 4. The name and location of the senior police officers to whom the Sender's personnel shall report.
- N. This Mutual Aid Agreement and Assistance Compact shall remain in Effect until cancelled in writing within thirty (30) days notice.
- O. SIGNATURE

This agreement is to be signed on behalf of each member by the Mayor, City or Town Manager or Administrator, or Chairman of

the Board of Selectmen having authority to enter into such an agreement and the Chief of Police.

The original of this document will be retained in the files of the President. Copies of this document will be maintained in the files of each member department.

\_\_\_\_\_  
Mayor/Manager/Administrator or  
Chairman of the Board of Selectmen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date