



Chief of Police
Brian A. Cioffi

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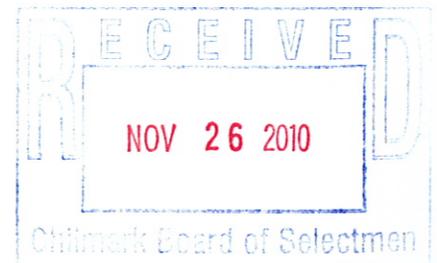
To: Honorable Board of Selectmen
From: Chief Brian A Cioffi
Date: November 26, 2010
Re: Mutual Aid Pact

Board of Selectmen,

Attached to this request is eight Mutual Aid Pacts that I would like the Chairman of the Board to Sign. This agreement is what allows the Police Departments to cooperate with investigations and routine police work. It is the same document that was signed ten years ago; however, in addition to the hospital we have added both the Edgartown District Court and Edgartown Juvenile Court as places where Police Officer's have powers of arrest. Thank you for your time and I will be present at your next meeting if you have any questions.

Respectfully Submitted,

Chief Brian A Cioffi



MUTUAL AID PACT
POLICE DEPARTMENTS OF MARTHA'S VINEYARD

The Municipalities of the commonwealth of Massachusetts who are the signatories hereto enter into this MUTUAL AID AGREEMENT.

WHEREAS, the General Court has enacted Chapter 41 Section 99 of the Massachusetts General Laws (hereinafter MGL) allowing police departments to request and provide the services of police officers who are authorized to exercise police authority while serving within the limits of the city or town requesting their services, and

WHEREAS, the General Court has enacted Chapter 40, Section 8G of the MGL authorizing the municipalities who vote to accept this statute, to enter into Mutual Aid Agreements with other municipalities for the purpose of increasing the capability of such police departments and municipalities to protect the lives, safety and property of the people in the areas designated by the agreement; and

WHEREAS, the Towns of Aquinnah, Chilmark, Edgartown, Gosnold, Oak Bluffs, Tisbury and West Tisbury have separately voted at their respective Town Meetings to accept the aforementioned statute (MGL chapter 40, Section 8G); and

WHEREAS, requests for investigative assistance constitute a request of the type described in MGL Chapter 41, Section 99; and

WHEREAS, police officers from each town hereinafter party to this agreement, when authorized under the terms of this agreement or when requested by the Officer in Charge (hereinafter OIC) of the requesting and receiving departments under the provisions of MGL Chapter 41, Sections 99, have the full authority of police officers including the power or arrest, in said requesting towns under Chapter 41, Section 99. This authority will extend to "Martha's Vineyard Drug Task Force" (hereinafter the MVDTF) operations and while "acting in official capacity and while in or on grounds of the Martha's Vineyard Hospital;

WHEREAS, under certain circumstances, the provisions of the law enforcement mutual investigative assistance across municipal jurisdictional lines will increase the ability of the police to respond to the illegal use and distribution of controlled substances and thereby better protect the lives, safety and property of the people in their communities; and

WHEREAS, the Martha's Vineyard Hospital is the Island's regional medical facility located in the Town of Oak Bluffs. Police officers from all towns exercise their duties accompanying individuals to the Hospital for medical and psychological care. It is the intention of this Mutual Aid Agreement to authorize these police officers on official business at the hospital to exercise police powers including the power of arrest within and upon Hospital grounds in the manner outlined in Section 2 (Scope) below.

NOW THEREFORE, the parties agree as follows:

SECTION 1 DEFINITIONS

"Providing department": shall mean the police department which provides the services of a police officer or officers to another signatory department in response to a request for "investigative assistance" (as defined below). This request may be a general request ("MVDTF operations" or "in course of official duties at the Martha's Vineyard Hospital", as defined below), or a specific request made by a department chief or OIC to a providing chief or OIC under the provisions of MGL Chapter 41, Section 99.

"Receiving department": shall mean the police department or Town which requests or receives the services of a police officer or officers pursuant to a specific request for investigative assistance made by a Chief or OIC to a providing Chief or OIC under provisions of MGL Chapter 41, Section 99 or through a general request ("MVDTF operations" or "in course of official duties at the Martha's vineyard Hospital", as defined below).

MUTUAL AID PACT

“Investigative assistance”: shall mean assistance by the police officers of a providing department, when requested by the chief of police, or OIC of the receiving department under MGL Chapter 41, Section 99. This assistance is further defined in this agreement to include law enforcement operations or investigations of Massachusetts Drug Laws by members of the MVDTF, under the control and supervision of the MVDTF Coordinator or his/her designee while acting within a signatory municipality. This includes but is not limited to surveillance, investigative coordination, informant management, controlled purchases, service of warrants, technical assistance and tactical support. Investigative assistance within the meaning of this agreement will also include police investigations or required functions involving incidents occurring within the jurisdiction of a signatory municipality but requiring their extra-jurisdictional presence by one or more of said municipality's at the Martha's Vineyard Hospital. Such duties include but are not limited to: rape investigations, accident investigations (including operating under the influence of alcohol or controlled substances), and custodial situations of a mental health or substance abuse nature under MGL Chapter 123 or Chapter 119. Officers involved in such investigations within or upon Martha's Vineyard Hospital grounds, shall be considered to be providing mutual aid assistance within the meaning of MGL Chapter 41, Section 99. Officers providing “investigative assistance” as outlined in this definition will be authorized to exercise police powers including the power of arrest within the receiving jurisdiction under the authority of MGL chapter 40, Section 8G and Chapter 41, Section 99.

SECTION 2 SCOPE

The provisions of this Agreement will apply first to the operations of the MVDTF. This document is intended to authorize officers, from participating departments, who have been assigned by their department to duties with the Martha's Vineyard Drug Task Force, while acting under the specific direction of the Task Force coordinator or his/her designate in conducting police operations for the enforcement of MGL Chapter 94C violations within any signatory jurisdiction to exercise police powers, including the power of arrest. Second, all police officers of the signatory towns, shall be authorized by this Agreement to exercise police powers, to include the power of arrest, within and upon the buildings and grounds of the Martha's Vineyard Hospital. This authority is granted them, by this Agreement, when they are present, in their official capacity, at that location for the purpose of conducting investigations, or on any other police business. The officers may take police action when appropriate for instances for which they have similar authority to act within their own jurisdictions (excepting Town Bylaws). This will extend the power of arrest for the offense of operating a motor vehicle under the influence of alcohol or drugs, based upon probable cause. Officers will be empowered to arrest for the offenses for which the power of arrest exists if occurring within their own jurisdiction (except bylaw violations). In both these above-mentioned instances, officers shall be considered to be acting under a request for mutual aid (as per MGL Chapter 41, Section 99) from the municipality within the activity or the arrest takes place.

SECTION 3 CHAIN OF COMMAND

Police Officers from a providing department, while acting pursuant to a request for "investigative assistance" or under the direction and supervision of the Coordinator of the MVDTF shall act under the control of the requesting or coordinating officer.

When taking action at the Martha's Vineyard Hospital, officers shall advise the OIC at the Oak Bluffs Police Department of the action taken. If the incident precipitating the arrest or placing in custody occurred in Oak Bluffs assistance will be sought from the Oak Bluffs Police prior to police action, if practical under the circumstances. At a minimum, the arresting officer will file a copy of the written report with the Oak Bluffs Police Department: directed to the attention of the Chief, as soon as practical after the incident.

When taking action at the Edgartown Court House or Edgartown Juvenile Court House, officers shall advise the OIC at the Edgartown Police Department of the action taken. If the incident precipitating the arrest or placing in custody occurred in Edgartown assistance will be sought from the Edgartown Police prior to police action, if practical under the circumstances. At a minimum, the arresting officer shall file a copy of the written report with the Edgartown Police Department: directed to the attention of the Chief, as soon as practical after the incident.

SECTION 4 RULES AND REGULATIONS

All police officers acting pursuant to a request for "investigative assistance" as defined in this agreement shall adhere to the rules, regulations, policies, and procedures of their department. Should a situation arise whereby an officer from a providing department is asked to perform a task or duty which would be a violation of his/her department's rules and regulations or policies and procedures, she/he shall immediately and discretely notify the OIC of the investigation or incident that he/she cannot perform the task and the reason.

SECTION 5 GENERAL PROVISIONS

Each providing department shall be liable for all salaries of its personnel while said personnel are involved in providing mutual aid under the terms of this agreement. All compensation and other benefits enjoyed by police officers in their own jurisdictions shall extend to the services performed while providing mutual aid under the terms of this agreement. Thus, such benefits as overtime premiums, sick leave, medical and death benefits, payable as a result of an officer's involvement in a mutual aid investigation, will be the expenses of the providing department. It is the intention of the parties hereto that each providing department be liable for the compensation of or in relation to its respective police officers who are performing their duty pursuant to this agreement beyond their territorial jurisdiction and who are killed or injured without fault of their own. All the immunities from the liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various parties hereto have in ordinances and regulations which law enforcement officers employed by the various parties hereto have in their own jurisdiction shall be effective in the jurisdiction in which they are providing mutual aid under the terms of this agreement. This will include the provisions of MGL Chapter 258, Section 9. Each party to this Agreement shall waive against any and all other parties hereto any and all claims which may arise out of the acts and omissions of the officers of each party while rendering or receiving mutual aid under the terms of this agreement, except for crimes, intentional injuries and acts outside the officer's authority. All immunities from liability enjoyed by each signatory's department

within its own jurisdiction shall extend to its participation in rendering mutual aid under the terms of this agreement outside its boundaries to the extent authorized by law.

Nothing in this agreement shall prohibit or prevent individual police agencies or municipalities from entering separate agreements concerning the financial or other conditions for the provision of mutual aid between the municipalities should conditions arise which warrant such further agreement.

SECTION 6 GENERAL PROVISIONS

This agreement shall remain in full force and effect until a successor agreement is in effect and executed by all parties hereto. Should any party wish to withdraw from this pact, it may do so by notifying all other parties in writing.

This agreement shall be effective upon its signing. Parties hereto shall receive copy of this agreement. The original agreement shall remain on file with the Town Clerk of the Town of Chilmark.

SECTION 7 SEVERABILITY OF AGREEMENT

This agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto are found to be invalid at law, the remainder of the agreement shall remain in full force and effect for its term. No additions, modifications or changes shall occur with respect to this agreement without a written document executed by the parties hereto setting forth said additions, modifications or changes.

SECTION 8 AGREEMENT PAGE: MUTUAL AID AGREEMENT

In witness whereof: the parties hereby sign and execute this four page agreement on the dates indicated.

The Town of Aquinnah, MA this the 23 day of November, 2010 by its Board of Selectmen

Signature: C. Rose

The Town of Chilmark, MA this the _____ day of _____, 2010 by its Board of Selectmen

Signature: _____

The Town of Edgartown, MA this the _____ day of _____, 2010 by its Board of Selectmen

Signature: _____

The Town of Gosnold, MA this the _____ day of _____, 2010 by its Board of Selectmen

Signature: _____

The Town of Oak Bluffs, MA this the 8TH day of OCTOBER, 2010 by its Board of Selectmen

Signature: *Jessica Ross*

The Town of Tisbury, MA this the 28 day of OCTOBER, 2010 by its Board of Selectmen

Signature: *Jeffery C. [unclear]*

The Town of West Tisbury, MA this the 17 day of NOVEMBER, 2010 by its Board of Selectmen

Signature: *Richard Knebel*

Martha's Vineyard Hospital

Signature: _____

Edgartown District Court

Signature: _____

Edgartown Juvenile Court

Signature: _____