



BRAINTREE POLICE DEPARTMENT

Policy and Procedure 2019-58

Tactical Team and MetroLEC Activation

Date of Issue: 03/12/2019

Issuing Authority:

Review Date:

Chief Mark Dubois

Revised:

Certification Standards: **46.1.2; 46.2.1 a-c**

Accreditation Standards: **81.2.5 f g**

Optional Accreditation Standards: **41.2.4; 46.2.5**

General Considerations The Braintree Police Department maintains an active membership in the Metropolitan Law Enforcement Council (METROLEC) as well as having support from the Massachusetts State Police. At the time of this policy, the METROLEC regional tactical unit has been designated the lead agency for the purposes of assisting the Braintree Police Department in incidents beyond the scope of its normal operations. The Wellesley Police Department is the main point of contact for requesting the METROLEC's regional tactical elements. State Police Headquarters in Framingham is the main point of contact for State Police Tactical Unit requests.

This policy shall not limit the Braintree Police Department from requesting assistance from any other local, state or federal agency to address our concerns.

Policy 46.2.1 METROLEC and State Police Special Response Teams and Tactical Units may be requested to assist the Braintree Police Department at the Shift Commander's discretion. The Chief of Police and the Deputy Chief of Operations will be contacted and apprised of the situation as soon as practical.

Agency Procedure 41.2.4 46.1.2 46.2.1 a 81.2.5 f This Department will request the assistance of METROLEC or State Police when, in the Shift Commander's opinion, their assistance will further the Department's mission, relative to the following: **[46.1.2; ; 46.2.1 a; 81.2.5 f]**

- Civil disturbances/riots/crowd control
- Large area searches for missing persons or wanted suspects/escaped prisoners.
- The execution of high risk search or arrest warrants

- Barricaded subject incidents
- Hostage incidents
- Armed suicidal persons
- Any other situations where METROLEC and State Police expertise may reduce the risk of injury to civilians, police officers and suspects.

Contact
Information
41.2.4
46.2.1
81.2.5 f

Activation request will be made through the following phone numbers.
[41.2.4; 46.2.1; 81.2.5 f]

METROLEC-Wellesley Police Department 1-781-235-1212
State Police-MA State Police Headquarters 1-508-820-2121

The Desk Officer will provide requested agencies with as much detailed information relative to the request, including the exact location of the incident, nature of the incident and an appropriate staging area for responding personnel. He or she shall also provide agencies with the Shift Commander's (OIC) and/or Street Supervisor's name and contact number. Preferably a cell phone and land line if available.

Search,
Rescue and
Additional
Mutual Aid
Resources
41.2.4
46.2.5
81.2.5 f

Missing persons believed to be in a wooded area, body of water, or elsewhere may involve the need for equipment and manpower specific to these areas. Additionally, there may be a need for the use of aircraft, boat, all-terrain vehicles, and additional manpower. The Shift Commander may utilize certified or trained Braintree Police Department and Braintree Fire Department personnel and equipment to include ATV's, canine, mountain bicycles, boats, and project life saver to assist in the investigation. Additionally, the Department may request the assistance of METROLEC, State Police, and other agencies when, in the Shift Commander's opinion, their assistance will further the Department's mission. **[46.2.5; 81.2.5 f]**

Each search and rescue case has its own distinct concerns. The department will do its best to address those concerns while investigating the incident. The Braintree Police Department will respond, search and investigate the incident based on the needs established on the facts presented.

Additional Mutual Aid resource contact information: **[81.2.5 f]**

Mutual Aid Local Police Departments

METRO-LEC/METRO-STAR: 781-235-1212
State Police Framingham: 508-820-2121
State Police CPAC: 781-830-4990
State Police CPAC: after hours 617-740-7536
FBI Boston: 617-742-5533

Secret Service Boston: 617-565-5640
US Department of State Diplomatic Security Boston: 617-565-8200
Norfolk County Sheriff Project Life Saver Activation: 866-837-3448
State Police Amber Alert: 508-820-2121
State Police Missing Children Clearing House: 978-451-3728
A Child is Missing Alert Program: 888-875-2246

Command and Control
46.2.1 a-c
81.2.5 g

The Shift Commander or Patrol Supervisor shall act as the Incident Commander (IC). He or she shall report to the incident if practical to do so, assess the situation, and provide guidance and leadership. Tactical dispatching plans are available to dispatchers and sworn personnel through the SMART911 program. Specifically, floorplans for town schools, medical facilities, some long term care facilities and other locations considered “soft targets” are available through the SMART911 program. Additionally, these floorplans are available to dispatch personnel on a thumb drive kept in dispatch. **[81.2.5 g]**

-The Shift Commander, at his or her discretion, shall utilize available working personnel to contain and control the incident. This will include available Detectives and Supervisors. The Shift Commander has the authority to request and approve off duty personnel to respond. The Chief of Police and the Deputy Chief of Operations will be contacted and apprised of the situation as soon as practical. **[46.2.1 a]**

- The Shift Commander shall be responsible for releasing nonessential Braintree Police personnel with assigned tactical personnel. Care shall be taken to brief all oncoming tactical units about the incident and responsibility. **[46.2.1 b]**

-A Braintree Police Shift Commander shall retain authority and jurisdiction as long as the incident is active and remains in Braintree. Dismissal of METROLEC is within the authority of the Shift Commander. The Shift Commander shall maintain the cooperation and coordination between the responding tactical teams and the operational component of the department. **[46.2.1 c]**

Department members should utilize the formal Incident Command System (ICS) for all serious incidents and unusual occurrences. See Policy ***Critical Incidents and All Hazard Plan***. **[46.1.2]**

Braintree Police Officers Assigned to METROLEC

When METROLEC is activated in another community, the following guidelines will be followed:

- Off-duty Braintree Police Officers assigned to any MetroLEC division shall notify Braintree Police Dispatch to inform the on-duty Shift Commander, ensure a mutual-aid call is generated, and that they are assigned to the call in PAMET.
- On-duty Braintree Police Officers shall notify their immediate

supervisor/Shift Commander to obtain permission to respond to the mutual-aid request. A call shall be generated by Braintree Police Dispatch.

-Any time a Braintree Police Officer assigned to METROLEC is activated to respond to another community, the Deputy Chief of Operations shall be notified, as soon as practicable, and informed of the nature of the call, the location of the call, and the officers assigned to the call.

- Shift Commanders/Supervisors shall have the authority to grant or deny on-duty personnel to respond to a mutual-aid request. Supervisors shall consider the following factors in deciding to grant or deny such requests:

- The nature (emergency/non-emergency) and seriousness of the call prompting the request
- Whether granting such a request will have a detrimental impact on Braintree Police Operations
- **Note:** When the mutual aid requests involves a “life-threatening” emergency, Shift Commanders/Supervisors should make an effort to grant permission for Officers to respond.

METROLEC
Available
Resources

METROLEC resources include:

- MetroSTAR (Special Tactics and Response)
 - Special Weapons and Tactics (SWAT)
 - Regional Response Team (Search and Rescue/Crowd Control)
 - K-9 Unit (Patrol, Narcotics, Explosive, Firearm)
 - Crisis Negotiation Team (CNT)
 - Communications Unit (Command Post)
- Criminal Investigation Division (ISU Detectives)
- Computer Crimes Division (Forensics and Lab)
- Mobile Operations/Regional Traffic (Cycles)
- Bicycle Unit
- Marine Unit/Dive Team
- Peer Support Team (CISM)

METROLEC
SWAT
Selection
Process

The process for officer selection for recommendation to METROLEC SWAT will be as follows:

- The department will post a notice seeking eligible applicants;
- The officer will submit a letter of interest and resume;

- An oral interview may be conducted with the Chief of Police (or his designee) and selected members of the Command and/or Supervisory staff;
- There will be a job performance and personnel record review;
- The Chief of Police will make the final selection.
- Selected officers will then be subjected to the selection process set forth by METROLEC SWAT.

Note: A Braintree officer selected is only referred to METROLEC for selection. Officers must pass the selection process determined by METROLEC SWAT in order to proceed.

METROLEC
Selection
Process
(Other
Divisions)

The process for officer selection for recommendation to other various Divisions within METROLEC will be as follows:

- Each Division within METROLEC has their own unique selection process.
- Many Divisions require an applicant to have a specialized set of skills and/or assignment before consideration, ie: Canine, Communications, CID (Investigative Services), Mobil Operations, Bicycles, etc.
- The Chief of Police will determine the selection process for all other Divisions within METROLEC.

MUTUAL AID AGREEMENT

BETWEEN THE POLICE DEPARTMENTS OF THE METROPOLITAN BOSTON AREA

I. Introduction and Purpose

This document is a law enforcement mutual aid agreement between and among Massachusetts cities and towns that have executed it and bound their police departments in accordance herewith. The purpose of the agreement is to increase the capability of such departments to protect the lives, safety, and property of the people within the cities and towns that are signatories to the agreement.

This agreement is adopted in accordance with doctrine of lawfully transferred authority as well as Chapter 40, Section 8G and other relevant provisions, including but not limited to: Chapter 37, Section 13, and Chapter 41, Sections 95, 98, 98A and 99 of the Massachusetts General Laws. The implementation of this agreement will be coordinated by the Metropolitan Law Enforcement Council, whose membership consists of Massachusetts Chiefs of Police and law enforcement executives.

The signatory municipalities as represented by their Chiefs of Police recognize that the authority of municipal police officers to intervene in situations where public safety is at risk from crimes in progress and to stop persons who have committed crimes is governed by a combination of statutory law, case law decisions and established legal doctrines. Ensuring public safety while coordinating this authority has become complex, and sometimes restrictive, over time. The Chiefs of Police are aware of numerous drunk drivers, other criminals and threats to public safety that have not been brought to justice or otherwise addressed in the best interest of public safety due to limitations imposed by these statutes and cases. This Agreement is intended to address requests for mutual aid by a signatory department from one of more signatory departments. This includes instances where an officer of a signatory department becomes aware of a current or recent violation of the law within another signatory municipality requiring that the observing officer act immediately in the interest of public safety.

II. Mutual Aid and Extraterritorial Authority

The General Court, in its wisdom, has crafted Chapter 40 § 8G and the aforementioned provisions of the Massachusetts General Laws that permit cities and towns to enter into agreements, such as this one, so that they may assist each other and protect the lives, property and safety of the public when existing resources or attendant circumstances would not otherwise provide for. The parties to this Mutual Aid Agreement recognize that the General Court has enacted Massachusetts General Law Chapter 40, section 8G as enabling legislation allowing police departments to enter into mutual aid programs as well as the aforementioned statutory provisions to increase their capability to protect the lives, safety, and property of the public.

In signing this Agreement, each signatory city and town and Chief of Police hereby invokes Massachusetts General Law Chapter 40, section 8G and the aforementioned statutes, decisions and doctrines and requests the assistance of each of the other signatory chiefs and their corresponding police officers to engage in law enforcement and the protection of lives, property, and safety of the people within their respective cities and towns so long as this Agreement is in effect, and they hereby agree to provide the services of their departments and police officers for the same duration and purpose.

A police officer of any signatory police department, who observes or becomes aware of criminal activity or any other violation of law within any other signatory city or town shall be empowered to take police action for the purpose of preventing harm to the public, preventing the loss or damage of property, stopping unlawful behavior or detaining the offender in furtherance of public safety. The officer taking action may either detain the offender pending the arrival of a state police officer or a police officer of the city or town where the violation occurred or take such other action as the officer deems appropriate and that he/she would otherwise lawfully be entitled to take within his/her original jurisdiction. Such law enforcement action shall be deemed to be mutual aid to the city or town where the crime or other violation is occurring. Each signatory chief intends that full police authority is conveyed to every police officer of every member agency in every municipality whose Chief of Police has signed this Agreement.

Nothing in this Agreement authorizes a member agency to patrol or provide police service in another jurisdiction against the express wishes of the Chief of Police of that municipality.

III. Procedures

Any police officer of a signatory police department who stops an offender or makes an arrest outside of his/her territorial jurisdiction, but within the territorial jurisdiction of another signatory department, shall notify the department having jurisdiction over the place where the stop or arrest was made as soon as practicable. In cases where a violation spans more than one jurisdiction, or where offenses are committed in more than one jurisdiction, any department having jurisdiction over a violation may prosecute that violation.

A police officer who makes an arrest outside his/her territorial jurisdiction for a crime over which his/her police department would otherwise have no jurisdiction absent this agreement, shall, if requested, turn his or her prisoner over for processing of the offense to a state police officer or an officer of the police department within the territorial jurisdiction where the offense occurred. Should a Chief of Police or officer in charge of a police department deem such a stop or arrest to be unreasonable, unlawful or without probable cause, nothing in this Agreement shall require him/her to book or otherwise process the arrest within his/her jurisdiction.

Any officer who makes an arrest outside his/her territorial jurisdiction for a crime over which his/her department would not otherwise have jurisdiction absent this agreement shall provide to the department having territorial jurisdiction where the crime occurred full and complete information about his/her observations and arrest, including but not limited to a written report. Each signatory department shall ensure that an arresting officer is available for any and all necessary court appearances or other lawful proceedings relative to same.

IV. Chain of Command

Any signatory department may request assistance from any other member agency for any valid law enforcement purpose including but not limited to investigative, technical or tactical assistance, assistance in cases of natural disasters, disturbances or large gatherings of people, and the filling of assignments, including private details. The department requesting assistance shall be referred to herein as the "lead agency". Police officers participating in any multi-agency investigation shall act under the direction and command of the lead agency.

In the event that the focus of an investigation shifts from one municipality to another, or if for some other valid purpose, the lead agency may relinquish command to another signatory department. In that event, officers participating in the investigation shall be notified of the shift in command.

V. Rules and Regulations

All police officers acting pursuant to this Agreement, or who are performing law enforcement duties outside their territorial jurisdiction, shall adhere to the rules, regulations, policies and procedures of their own department. Should a situation arise whereby an officer is asked by a commanding officer of another department to perform a task or duty which is in violation of the rules, regulations, policies or procedures of the officer's department, he/she shall immediately notify said commanding officer that he/she cannot perform the task.

VI. Liability and Immunity

Each member agency shall be liable for the salaries, overtime and benefits of its personnel while they are providing assistance to another signatory department. All compensation and other benefits enjoyed by police officers in their own jurisdictions shall extend to them while providing assistance to another member agency.

Each department shall be liable for the compensation of 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 immunities from liability and exemptions from laws, 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 assistance pursuant to a request by another member agency.

Each party to this Agreement shall waive against any and all other parties hereto any and all claims which may arise out of the activities of the officers of each agency while rendering or receiving assistance, except for intentional injuries and acts outside the officer's authority. All immunities from liability enjoyed by each signatory agency within its own jurisdiction shall extend to its participation in rendering assistance outside its boundaries to the extent authorized by law.

VII. Terms of Agreement

This Agreement shall remain in effect until terminated by all parties hereto. Should any party wish to withdraw from the Agreement, it may do so by notifying all other parties in writing.

Should any signatory Chief of Police retire or otherwise leave office, this Agreement shall remain in effect until his/her successor revokes acceptance of this agreement in writing. As soon as practicable after a change of command at a signatory agency, the Executive Director of the Metropolitan Law Enforcement Council will request the permanent, full-time successor Chief of Police to sign and affirm acceptance of the terms and conditions of this Agreement.

Any police department that is not originally a party to this Agreement may become a party by sending a written request to the Executive Director of the Metropolitan Law Enforcement Council. Such request shall be executed by the new department's Chief of Police and shall include a statement that he/she accepts all the terms and conditions of this Agreement. Upon receipt of the request to join, the Executive Director of the Metropolitan Law Enforcement Council will notify every signatory chief of the request. The requesting agency shall become a party to the Agreement only upon a vote by the Executive Board of the Metropolitan Law Enforcement Council.

This agreement may be amended only with the written approval of each Chief of Police of any agency who is a party to it. Nothing in this Agreement shall interfere with agreements between member agencies that exist exclusive of this agreement.

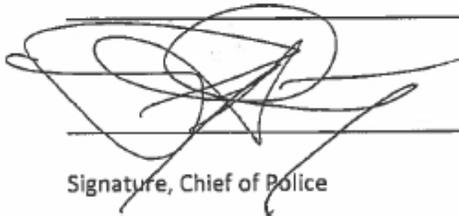
VIII. Signature Authority

This agreement is to be signed on behalf of each member by its Chief of Police.

The original of this document will be retained in the files of the Executive Director of the Metropolitan Law Enforcement Council. Copies of this document will be maintained in the files of each member department.

City/Town of:

BRANTREE POLICE DEPT


Signature, Chief of Police

August 4, 2017
Date