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THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
**AUTHORIZING THE CITY TO CONSENT TO MUTUAL AID AGREEMENTS**  
**WITH THE CITY OF WARWICK AND THE TOWN OF JOHNSTON WITH**  
**RESPECT TO ITS POLICE DEPARTMENTS**

*No.*

*Passed:*

John E. Lanni, Jr., Council President

*Resolved, That*

**SECTION 1.** The Police Department of the City of Cranston desires to enter into Mutual Aid Agreements with the City of Warwick and the Town of Johnston with respect to the use of their respective police departments. The City Council of the City of Cranston hereby authorizes, approves, confirms and ratifies the aforementioned and attached Mutual Aid Agreements.

**SECTION 2.** This Resolution shall take effect upon its final adoption.

Introduced by Councilmen Favicchio and Botts

Referred to Ordinance Committee June 13, 2013

ALLAN W. FUNG  
MAYOR



COLONEL MARCO PALOMBO, JR.  
CHIEF OF POLICE

5 Garfield Avenue  
CRANSTON, RHODE ISLAND 02920  
Phone (401) 942-2211  
Fax (401) 477-5109

## **MUTUAL AID MEMORANDUM OF AGREEMENT FOR RHODE ISLAND LAW ENFORCEMENT AGENCIES**

WHEREAS, The City of Cranston Police Department and the Town of Johnston Police Department have come together and entered into this mutual aid agreement as provided for in Rhode Island General Laws, §45-40.1-4 and .45-42-2.

WHEREAS, the aforementioned partners listed above have agreed to enter into a collaborative agreement and are desirous of entering into this agreement setting forth the provisions of this mutual aid collaboration.

WHEREAS, copies of this approved agreement will be submitted to the Office of the Attorney General, the Rhode Island Secretary of State, the Superintendent of the Rhode Island State Police, the City of Cranston City Council and the Town of Johnston Town Council and the keepers of public records in the City of Cranston and the Town of Johnston.

### **I. PURPOSE AND INTENT**

The City of Cranston Police Department and the Town of Johnston Police Department have entered into this mutual agreement to make the most efficient use of their powers in providing reciprocal police services across jurisdictional lines. This agreement will enhance the capabilities of the partnering agencies in providing additional protection for its citizenry.

Both parties acknowledge that prior to the formal adoption of this agreement that each agency shall provide a certified copy of a resolution by the respective city councils of each jurisdiction authorizing the provision of providing police services across jurisdictional lines.

This agreement has been carefully and fully considered by both parties in the best interest of public safety in both jurisdictions and both agencies agree to provide, upon request, police services to and from the other agency in accord with the following guidelines.

### **II. GENERAL GUIDELINES AND PROCEDURES**

(A) For the purpose of this agreement, the signatories acknowledge that mutual aid includes all police services that are requested by one law enforcement agency and provided by a neighboring law enforcement agency.

(B) Agencies participating in this agreement will upon request provide police assistance to the neighboring jurisdiction only to the extent that their available personnel and equipment are not required for the adequate protection of their own jurisdiction. The command structure of the law

enforcement agency being asked to provide mutual aid will have the sole authority to determine the amount of personnel and equipment they are able to commit for assistance.

(C) Whenever the law enforcement employees of one of the cooperating agencies are providing police services to the other cooperating agency pursuant to the authority promulgated in this agreement, those employees shall possess the same jurisdictional power, duties, rights and immunities as the employees of the jurisdiction making the request for mutual aid.

(D) Whenever the law enforcement employees of one of the cooperating agencies are providing police services to another cooperating agency, they will be under the lawful direction and authority of the agency to which they are rendering assistance. In all instances, officers covered in this agreement shall be subject to all the rules, regulations, policies and code of ethics of the agency they are employed with.

(E) Any on duty police officer covered by this agreement can initiate police assistance if they believe that a crime is in progress or that assistance is needed in the jurisdictions covered by this agreement. In order to initiate mutual police assistance, the on duty officer from the jurisdiction making the request shall immediately notify their officer in charge who will notify the officer in charge of the agency who will be providing the assistance.

(F) All wages, benefits, disability payments, pensions, injured on duty or worker's compensation claims, medical expenses or their equivalent as provided under Rhode Island General Laws, § 45-19-1 shall be the responsibility of the employing agency unless the agency requesting assistance is reimbursed for such costs from another source.

(H) Each cooperating agency covered in this agreement shall bear the responsibility for any actionable negligence by a member of their agency to the extent specified by law. Further, each of the agencies covered by this agreement hereby agree to indemnify and hold harmless the other participating agency from liability from any and all claims arising from the negligence of the participating agency's employees regardless of who makes the claim.

(I) Each cooperating agency covered in this agreement shall be responsible for the costs associated with the loss or damage of their own equipment and property while providing assistance.

(J) There is no term, provision or condition in this agreement that shall derogate any statutory authority of the Rhode Island State Police.

(K) It is agreed by each cooperating agency covered in this agreement that the language set forth in said agreement will be reviewed in its entirety annually on the anniversary date of the initial signatory endorsement to make any mutually agreed upon revisions based on each year's experience in providing mutual aid services.

(L) The terms and conditions of this agreement shall remain in continuous effect from the date of signatory endorsement and any cooperating agency may revoke its participation and future obligations enlisted in the agreement by providing written notice to the other participating agency within sixty (60) days of the anniversary date of the initial signatory endorsement.

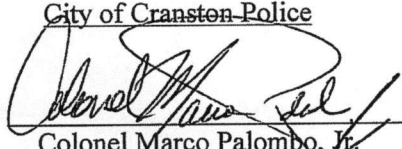
### **III. COOPERATIVE ENFORCEMENT GUIDELINES**

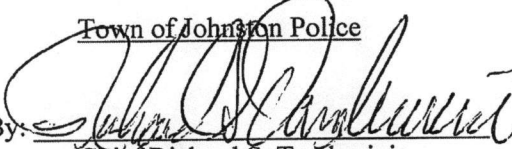
The cooperating agencies covered in this agreement acknowledge and recognize that criminal activities and police calls for service often occur across jurisdictional lines and that mutual agency cooperation between neighboring jurisdictions increases the effectiveness of law enforcement and promotes additional public safety to the jurisdictions encompassed in this

agreement. Either agency may proceed by request from the other agency generally according to the following guidelines:

- (A) Whenever an on duty police officer from one of the jurisdictions covered in this agreement views criminal activity, or has probable cause to believe a criminal offense has occurred outside of their home jurisdiction, but within the jurisdiction of the other agency covered in this agreement, the officer may make arrests and take measures to preserve the crime scene.
- (B) Whenever an on duty police officer from one jurisdiction views a serious traffic offense or has probable cause to believe a serious traffic offense including driving while intoxicated violations are occurring within the jurisdiction of the other agency covered in this agreement, the officer may stop and arrest or cite the suspected violator as provided by law.
- (C) Whenever an on duty police officer from one jurisdiction views a situation requiring a motorist assist or is called upon to provide assistance, the officer may render emergency aid as necessary. In the event a call for assistance is made to an unspecified location within the jurisdictions covered in this agreement, both agencies may dispatch personnel to the proximate and appropriate location to render assistance as the circumstances require.
- (D) In the event that an automated traffic control signal that is located at a jurisdictional boundary, but within the jurisdiction of the other agency malfunctions and poses an imminent threat of a motor vehicle accident unless traffic control is established immediately, assistance from the neighboring jurisdiction may be provided upon request of the affected jurisdiction.
- (E) Whenever any party covered by this agreement is involved in any activity that would implicate the provisions of this agreement, a notification shall be made to the cooperating agency's officer in charge as soon as practicable.

We the undersigned have read and agree to the provisions set forth in this Memorandum of Agreement for providing mutual aid and hereby affix our signatures in acknowledgement.

City of Cranston Police  
By:   
Colonel Marco Palombo, Jr.  
Chief of Police

Town of Johnston Police  
By:   
Chief Richard S. Tamburini  
Chief of Police

Date: 4/8/13

Date: 4-8-13

Cc: All Agencies and Interested Parties

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Signed and sworn to before me on this 8th day of April, 2013.

  
Notary Public # 753842

My commission expires: 2/29/16



The Town of Johnston

RESOLUTION OF THE TOWN COUNCIL

No. 2006-23

*Robert V. Russo* 9/19/06  
President Date

Be it resolved, that:

Whereas, The Johnston Police Chief requests authorization to enter into a "Mutual Aid Agreement" between the Towns of Johnston, North Providence, Scituate, Smithfield, Providence, and Cranston for the purpose of providing reciprocal law enforcement services across jurisdictional lines.

Whereas, Rhode Island General Law 45-42-2 states (a) Notwithstanding any law to the contrary, and consistent with the provisions of Chapter 40.1 of this title entitled "Interlocal Contracting and Joint Enterprises", where the territories of one city or town lies adjacent to another city or town, the chiefs of police of the adjacent city or town may enter into an agreement, which is subject to approval by each city or town council by adoption of a resolution in support of it, by which the chief may request the other city or town police force to provide assistance in a nonemergency situation to provide all those policies services prescribed by law within any portion of the jurisdiction of the city or town of the chief granting the authority.

Whereas, (b) The officers responding to the request and agreement shall have the same authority, powers, duties, privileges and immunities for jurisdictional purposes as a duly appointed police officer of the city or town making the request.

Whereas, (c) All wage and disability payments, pension, workers' compensation claims, medical expenses or other employment benefits will be the responsibility of the employing agency, unless the requesting agency is reimbursed for such costs from any other source. Each agency shall be responsible for the negligence of its employees to the extent specified by law

Whereas, (d) A copy of any agreement entered into pursuant to this section shall be provided to the superintendent of the Rhode Island State Police

Whereas, (e) The governor shall have the authority to suspend an agreement entered into pursuant to this section upon a finding that the suspension is in the interest of public safety

Now, therefore, be it resolved that we, the members of the Johnston Town Council, hereby support a Mutual Aid Agreement between the Towns of Johnston, North Providence, Scituate, Smithfield, Providence, and Cranston and Resolution 2006-23 shall take effect upon passage.

*Robert V. Russo*  
Robert V. Russo, President  
District-4

*William F. Santilli*  
William F. Santilli, Vice-President  
District-1

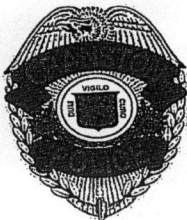
*Ernest F. Pirochelli, Sr.*  
Ernest F. Pirochelli, Sr. Councilman  
District-2

*John DiMaio*  
John DiMaio, Councilman  
District-3

*Stephanie P. Manzi*  
Stephanie P. Manzi, Councilwoman  
District-5

Attest: *Robin D. Rimental*  
Robin D. Rimental, Town Clerk

ALLAN W. FUNG  
MAYOR



COLONEL MARCO PALOMBO, JR.  
CHIEF OF POLICE

5 Garfield Avenue  
CRANSTON, RHODE ISLAND 02920  
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WHEREAS, copies of this approved agreement will be submitted to the Office of the Attorney General, the Rhode Island Secretary of State, the Superintendent of the Rhode Island State Police, the City of Cranston and the City of Warwick City Councils and the keepers of public records in the Cities of Cranston and Warwick.

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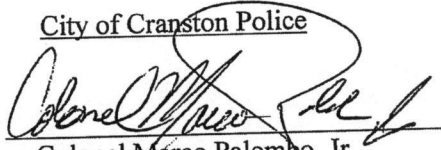
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City of Cranston Police

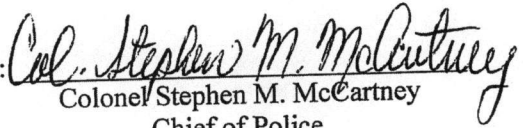
By:

  
Colonel Marco Palombo, Jr.  
Chief of Police

Date: 4/2/13

City of Warwick Police


By:

  
Colonel Stephen M. McCartney  
Chief of Police

Date: 4/3/2013

Cc: All Agencies and Interested Parties

Signed and sworn to before me on this 23rd day of April, 2013.

  
Notary Public

# 753842

My commission expires: 2/29/16