



Town of Lexington

Police Department

Subject: Lexington Police Department's Jurisdiction	
Effective Date: 05-01-2010	Review Date: Annually
By Order of: Mark J. Corr, Chief of Police	

Policy & Procedure

2A

GENERAL CONSIDERATIONS AND GUIDELINES

The Lexington Police Department is the principal provider of law enforcement and related services in the Town of Lexington. However, within the geographical boundaries of Lexington, there are numerous state and federal agencies, which have concurrent law enforcement jurisdiction with the Lexington Police Department.

In order to avoid confusion caused by overlapping or ambiguous jurisdictions, this policy will identify each agency that shares law enforcement responsibilities with our Department. The terms of any interagency agreement shall also be provided in this policy.

This policy also identifies how officers who have a question on a specific town line boundary issue can resolve such matters. These boundary locations can now be obtained on the Town of Lexington Website under the **Lexington Online GIS Viewer**. This service provides aerial photographs, lot locations, measurements and much more.

PROCEDURES

I. JURISDICTION

- A. The legal jurisdiction of the Lexington Police Department is restricted to the boundaries of the Town of Lexington (as illustrated in the attachments below) except in cases of:
1. Fresh and continued pursuit;
 2. Arrest warrants; and
 3. Mutual Aid or Transferred Authority.

2A-Lexington Police Department's Jurisdiction

- B. The following is a list of agencies that have concurrent law enforcement jurisdiction with the Town of Lexington:
1. Massachusetts State Police;
 2. M.B.T.A. Police;
 3. Department of Environmental Management; and
 4. Federal law enforcement agencies including the:
 - a. U.S. Air Force Police (at Hanscom A.F.B.);
 - b. U.S. Park Rangers; and
 - c. Others as authorized by federal law.
- C. Any arrest outside the Town of Lexington shall be made in compliance with Department policies and procedures. Any questions relative to extra territorial arrests or concurrent jurisdiction should be directed to the Commanding Officer.

II. JURISDICTION – STATE AGENCIES

- A. Department of State Police
- M.G.L. Chapter 147, section 2 gives State Police Officers all the power and authority of Constables (with no authority to serve civil processes) throughout the Commonwealth.
- B. **Interagency Agreement:** The following standing practice, as reinforced from time-to-time through agreements with State Police commanders responsible for this region, and/or the Secretary of Public Safety and Security provide:
1. Town of Lexington including the motorist service area on Routes 95-128 (excluding the physical roadway of Routes 2 and 95-128);
 - a. The Lexington Police Department will handle calls for service and investigate crimes, which come to their attention.
 - b. Serious crime investigations initiated by the Lexington Police Department will be coordinated on a case-by-case basis. The Department shall also notify a representative of the District Attorney's Office in any instance involving death by violence or unnatural causes.
 2. Routes 2 and 95-128:
 - a. Emergencies and Traffic Accidents: The Lexington Police Department will immediately notify the State Police by

2A-Lexington Police Department's Jurisdiction

telephone or by radio (AREAWIDE 3) when these situations arise. The Lexington Police Department will also respond to the scene. If State Police Officers are not immediately available, Lexington officers will secure the scene and give aid to any injured persons. Criminal and accident investigations will be conducted if it is determined that a State Police Officer is unavailable to investigate.

- b. Routine Service Calls: The Lexington Police Department will notify the State Police by telephone of any routine service call. If a potentially hazardous situation exists, or when a State Police Officer is unavailable, the Lexington Police will respond and provide assistance.
- c. Patrol: It is the policy of the Lexington Police Department to avoid routine or regular patrol of limited access highways by patrol officers. This policy is not meant to prevent officers from checking the highways for disabled motorists, particularly during hazardous weather conditions, or when a threshold inquiry or criminal investigation is justified.

C. Massachusetts Bay Transit Authority

- 1. Chapter 664 of the Acts of 1968 (amended) gives officers appointed by the M.B.T.A. all the powers of a Constable (with no authority to serve civil processes) "within the territorial limits of the authority" (this includes Lexington).
- 2. **Concurrent Jurisdiction.** The Lexington Police Department will not typically defer jurisdiction on any matter within the Town of Lexington to the M.B.T.A. Police but shall provide appropriate notification when incidents involve M.B.T.A. buses or other property.
- 3. It is the policy of the MBTA Transit Police Department to investigate crimes that occur on MBTA property. Lexington will cooperate fully with MBTA during an investigation.
- 4. If an accident involves an MBTA bus or vehicle, the MBTA Police shall be notified by phone. If they cannot respond or cannot respond within a timely manner the Lexington Police Department shall handle the accident investigation.

D. Department of Environmental Management

- 1. M.G.L. Chapter 21, section 6A gives Natural Resource Officers appointed by the Department of Environmental Management the

2A-Lexington Police Department's Jurisdiction

authority to enforce all penal laws pertinent to the affairs of the agency.

2. **Concurrent Jurisdiction:** The Lexington Police Department shall not normally defer jurisdiction on any matter within the Town of Lexington to the Department of Environmental Management; and
 3. The Department of Environmental Management shall be notified at once by telephone (as required by M.G.L. Chapter 21, section 6) whenever a person is presumed to be lost in any of the woodlands of the Commonwealth.
- E. There are other agencies within the Commonwealth of Massachusetts with a wide variety of law enforcement responsibilities. It is unlikely that a concurrent jurisdictional issue will arise with any agency not listed in this policy. Any matter, which cannot be resolved by this policy, should be brought to the attention of the Chief of Police.

III. JURISDICTION – FEDERAL AGENCIES

A. Hanscom Air Force Base—Air Police

1. The United States Air Force exercises federal law enforcement authority in Lexington within the boundaries of Hanscom Air Force Base (H.A.F.B). This authority overlaps the jurisdiction of the Lexington Police Department in three areas:
 - a. Gate 4 and Barksdale St. to the intersection of Kirkland St. (Barksdale St. is the H.A.F.B. extension of Hartwell Ave.);
 - b. Building 1312 and surrounding area (located opposite the Katahdin Woods Apartments); and
 - c. Buildings 1122, 1124, 1126, 1127, 1128, 1138, 1140, 1141, 1142, 1160 and the surrounding area (Lincoln Lab and MIT area located inside of Gate 3 off Wood St.).
 - d. See attachments below for mapping.

B. Hanscom -- There are three (3) types of jurisdictional situations; they are:

1. Exclusive Federal Jurisdiction. The United States Air Force has exclusive jurisdiction within the boundaries of H.A.F.B. in those areas not named below.

2A-Lexington Police Department's Jurisdiction

2. Concurrent Jurisdiction. The United States Air Force and the Lexington Police Department have concurrent jurisdiction at Gate 4 and Barksdale St. (section 1-a above).
3. Exclusive Lexington Jurisdiction with Federal Government having "Proprietary Interest." The Lexington Police Department has exclusive jurisdiction over the MIT and Lincoln Lab facilities listed in section 1-b & 1-c above. The United States Air Force may take measures to prevent problems but have limited enforcement authority. This is particularly true with the civilian personnel working in those areas.
4. **Interagency Agreement:** The Middlesex District Attorney's Office established a Memorandum of Understanding (MOU) with H.A.F.B. and the Lexington, Concord, Bedford and Lincoln police departments. See the MOU language at the end of this policy. The key issues are:
 - a. Lexington Police, through changes in State and Federal law, **has** jurisdiction to enforce the laws of the Commonwealth in exclusive Federal jurisdiction areas **as long as** the Department is invited onto the property by the 66th Security Forces Squadron or Judge Advocate's office.
 - b. Lexington will likely be called upon to enforce Operating Under the Influence (OUI) of alcohol violations, domestic violence and juvenile crimes. These types of offenses are difficult to address in Federal courts. In the interest of fairness and justice, HAFB may relinquish their primary investigation role to the local police authority.
 - c. The following are general guidelines:
 1. **GATE 4 -- BARKSDALE ST. (HARTWELL AVE)**
 - (a) The Lexington Police Department will handle calls for service and investigate crimes and MV offenses that occur on Lexington roadways and areas leading to H.A.F.B. (even when the offender may be stopped at Gate 4).
 - (b) The Lexington Police Department will render assistance when requested by the 66th Security Forces Squadron, including the making of arrests or issuance of criminal citations for offenses occurring in Lexington.

2. **MIT & LINCOLN LAB**

- (a) The Lexington Police Department shall defer to the 66th SFS the day-to-day responsibility for securing and protecting the MIT and Lincoln Lab facilities.
- (b) As appropriate, the 66th SFS and other federal agencies shall also investigate crimes and provide other services.
- (c) When requested, the Lexington Police Department will investigate crimes that occur in our jurisdiction, which occur on MIT and Lincoln Lab facilities.

3. **Criminal Process & Restraining Orders.** The procedures for serving warrants, summonses, restraining orders or other legal orders are outlined in ***Chapter 73C - Legal Process Handling.***

C. National Park Service

- 1. Park Rangers exercise federal law enforcement authority within the boundaries of the Minuteman National Park. The Lexington Police Department has full authority to enforce the General Laws of Massachusetts within the park.
- 2. The Lexington Police Department will not normally defer any law enforcement responsibilities to the Park Rangers. When appropriate, the Park Rangers will be advised of incidents involving the Minuteman National Park.

D. F.B.I., D.E.A., A.T.F., or Other Federal Agencies

- 1. Members of the Lexington Police Department do not have the authority to enforce federal laws and ordinances.
- 2. When appropriate, the Chief of Police or his designee shall notify and/or coordinate any joint investigation between the Lexington Police Department and the respective federal agency.

IV. **SPECIFIC TOWN LINE RESTRICTIONS**

- A. Determining the exact border of Lexington is not always possible. In these situations, officers should consult with their Commanding Officer, Patrol Supervisor and, if necessary, the neighboring police department or area residents. If these methods are fruitless, exact boundary locations can be obtained through the Lexington Online GIS Viewer.

- B. Non-criminal Police Services should be rendered with minimal delay when the Town line cannot be identified.
- C. Criminal Investigations, or any situation which may involve criminal activity, requires officers to take greater precautions in determining where the Town line is located.
- D. Any officer with specific town line boundaries should contact the Commanding Officer for clarification.

V. Specific Town Line Concerns

There are specific town line boundary locations in town that may need to be identified from time to time. For example:

- **Friendly's Ice Cream Restaurant**, 1060 Waltham Street, Lexington. The Lexington/Waltham line separates the restaurant building from the parking lot. The parking lot is located in Lexington.
- **Minuteman Regional Vocational Technical School**, 758 Marrett Road, Lexington. The Lexington/Lincoln line separates the school building from large parking lot and playing fields west of the building. The school building and all areas north, south and east of the building are located in Lexington. See map on page **I-24**.
- **Middlesex Mall**, Retail Building, 675 Lowell Street, Lexington. The Lexington/Burlington line places the retail building and immediate parking in Lexington. See map on page **I-25**.

These locations along with all boundary locations in town, which an officer is not clear on a boundary, should be obtained on the **Lexington Online GIS Viewer** for specifics.

CURRENT MEMORANDUMS OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
66TH AIR BASE WING STAFF JUDGE ADVOCATES OFFICE
AND
66TH SECURITY FORCES SQUADRON
AND
POLICE DEPARTMENTS OF BEDFORD, CONCORD, LINCOLN & LEXINGTON
AND
MIDDLESEX COUNTY DISTRICT ATTORNEY'S OFFICE**

1. PURPOSE:

To outline the relationship between the 66th Air Base Wing Staff Judge Advocate Office (hereinafter "JA") and the 66th Security Forces Squadron (hereinafter "SFS") of Hanscom Air Force Base (AFB) and the police departments of Bedford, Concord, Lexington, & Lincoln, (collectively "PD") as well as the Middlesex County District Attorney's Office (hereinafter "DA") when addressing criminal matters connected to members of the Hanscom AFB community and offenses/offenders on Hanscom AFB regardless of military affiliation. This includes all criminal activity committed by or against active duty military members assigned to Hanscom AFB, members of the United States Air Force Reserves performing military activities at Hanscom AFB, and members of families of military members assigned to Hanscom AFB as well as any civilians present on Hanscom AFB. This MOU establishes procedures concerning the exchange of information, case investigation and prosecution, and the coordination of efforts and assets between the parties.

2. JURISDICTION:

(a) Hanscom AFB is located in Middlesex County, Massachusetts. For purposes of criminal jurisdiction the property on the installation is partly the exclusive jurisdiction of the United States government, and partly concurrent jurisdiction between the Federal government and the Commonwealth of Massachusetts. Both Federal and Commonwealth of Massachusetts case law have also extended jurisdiction to state/local authorities over persons located on Hanscom AFB to the extent that the exercise of such jurisdiction does not interfere with the Federal interests. Additionally, the United States Air Force (USAF) maintains jurisdiction over criminal acts wherever committed by its active duty and activated reserve force members and may exercise right of first refusal over such cases as deemed necessary. Once such a case is refused for prosecution by the USAF, state/local authorities may prosecute.

(b) This MOU does not create, limit, or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and document an agreement for general support. Nothing contained herein shall be construed to create, abrogate or extend any right, privilege, or benefit to any person or entity, including the parties to this MOU.

3. RESPONSIBILITIES:

(a) **MAP:** The respective parties signing this agreement will agree upon a common jurisdiction and venue map of Hanscom AFB. All parties hereto will work from the agreed-upon map which will clearly set forth the venue boundaries of the four co-jurisdictional towns. The Map will also detail the various jurisdictional locations on Hanscom AFB. Hanscom JA will be the official custodian of the Map, but all parties shall maintain a copy of the same Map. All agree to keep Hanscom JA apprised of any changes or potential changes in local venue.

(b) **POINT OF CONTACT (POC):** Each PD, the DA's office, Hanscom JA and Hanscom SFS will designate POCs and agree to keep all other parties advised when changes occur for purposes of this agreement. The initial POC list is attached hereto and incorporated herein by reference.

(c) **NOTIFICATION:** PD and DA agree to promptly notify Hanscom JA and Hanscom SFS in the event of any arrest or charging of a known military member from Hanscom AFB in any of the towns subject to this agreement; provided, however, that no PD shall be required to notify Hanscom JA and Hanscom SFS in cases that involve motor vehicle violations only where no arrest occurred. Local PDs and Das agree to notify Hanscom JA and Hanscom SFS of any disposition and/or sentencing, including confinement time and location, in any state case involving military members.

(d) INITIAL / SECONDARY RESPONDERS

(1) 66TH SECURITY FORCES SQUADRON (SFS)

(a) Hanscom SFS will be first responders to all calls on Hanscom AFB, unless a PD can respond quicker, in which case it will become the first responder. Hanscom SFS, or other first responder (if applicable), will conduct preliminary investigation to determine status of potential offender (military or civilian) and determine, in conjunction with JA, if civilian authorities should be notified for secondary response. If no civilian response is necessary, SFS is responsible for apprehension or detention, search and seizure, and all aspects of the case and investigation. If civilian authorities are to respond and assume primary responsibility, SFS may detain potential defendants for a time period sufficient to allow transfer to the local cognizant PD authority.

(b) Upon determining that local authorities should respond, SFS will immediately notify the PD with proper venue who, in turn, will respond (i.e. secondary response) and continue to process the crime scene and conduct investigation (including apprehension(s) or detention(s), searches and seizures, and all other aspects of the case and investigation) consistent with locally established procedures.

(c) Due to the unique and specific rights (breath tests, independent medical exam, etc.) afforded to motorists in the Commonwealth of Massachusetts when they are suspect of operating a motor vehicle under the influence of intoxicating liquor or drugs (including M.G.L. c. 90, §§ 24, 24G, and 24L), any SFS first responder who stops or otherwise encounters a motorist on Hanscom AFB and who obtains facts supporting reasonable suspicion that the motorist is operating under the influence shall promptly contact the appropriate PD. The PD shall promptly dispatch a local police officer to the scene to assist the Hanscom SFS in the investigation. If probable cause to believe the motorist was operating under the influence is developed during the investigation, the

2A-Lexington Police Department's Jurisdiction

responding PD shall effectuate an arrest and assume responsibility for the investigation and prosecution of the case. Notwithstanding any arrest hereunder by a PD, Section 3 (1)(e) below shall apply to any resulting prosecution.

(d) To the greatest extent possible, SFS will ensure all involved parties remain at the location of any incident until such time as civilian authorities arrive on scene, or until such time as response by civilian authorities is deemed unnecessary.

(2) POLICE DEPARTMENTS OF BEDFORD, CONCORD, LEXINGTON AND LINCOLN (PD)

(a) Respond to all calls at appropriate local venue as secondary responders. If call comes to PD first, then PD may be first responder. If PD is first responder, it must comply with first responder duties under paragraph 3 (d) (1) (a) and (b) above.

(b) PD agree to promptly notify JA and SFS in the event of any arrest or charging of a military member or military affiliated member from Hanscom AFB in any of the towns subject to this agreement, including any arrest made at Hanscom AFB. PD agree to notify JA and SFS of any disposition and/or sentencing, including confinement time and location, in any state case involving military members.

(c) PD agree to share any and all information with JA and SFS concerning all matters related to investigation or prosecution of cases by the PD. PD agree to share any and all information with JA and SFS concerning all relevant matters related to investigation or prosecution of cases by JA, including but not limited to the sharing of all information the local PD has gathered on any subject or witness involved in the case, facilitating the interviewing of witnesses, including co-coordinating with local DA concerning Hanscom requests for immunity for witnesses, if requested.

(d) If prosecution proceeds in state court, the PD where the case proceeds will keep JA informed of the status of the case throughout the prosecution (by periodic meetings or telephone communication), including any changes in pre-trial release conditions, the confinement status of military members, and/or the ultimate disposition of the case or sentence, if applicable.

(e) PROSECUTION

(1) 66TH AIR BASE WING JUDGE ADVOCATE LEGAL OFFICE (JA)

(a) JA will provide the PD and DA basic information about installation resources available to members eligible for service under the Air Force Victim and Witness Assistance Program (VWAP), especially domestic violence and sexual assault victims.

(b) JA will discuss with the DA whether an alleged military offender will be prosecuted under state law or whether the Air Force will pursue federal action under the Uniform Code of Military Justice (hereinafter "UCMJ") in accordance with the provisions set out in paragraph 2, Jurisdiction, above.

(c) Upon request, JA will forward copies of relevant police incident reports and military protective orders to the DA.

(d) If prosecution will proceed in state court, JA will cooperate with the investigation and prosecution to the greatest extent possible by sharing information and facilitating the interviewing of witnesses over which the USAF has control.

(e) If Hanscom JA defers to jurisdiction of PD, and after investigation JA wants to prosecute for military offenses or other military reason, PD and DA will cooperate and notify as otherwise outlined in this agreement.

(2) MIDDLESEX COUNT DISTRICT ATTORNEY'S OFFICE

(a) DA will promptly notify JA of any known military defendants and/or victims, and provide information regarding the name and addresses of the defendant(s) and/or victim(s), along with an explanation of the offense(s). DA will provide eligible recipients information concerning the state Victim Witness Assistance, if applicable.

(b) DA will discuss with JA whether an alleged known military offender will be prosecuted under state law or whether the Air Force will pursue federal action under the UCMJ in accordance with the provisions set out in paragraph 2, Jurisdiction, above.

(c) If the alleged offender is to be prosecuted under the UCMJ, the DA will cooperate with the investigation and prosecution to the greatest extent possible by sharing all information and facilitating the interviewing of witnesses. This includes considering and obtaining requests for immunity for witnesses, if requested, and if applicable.

(d) If prosecution proceeds in state court, the DA will keep JA informed of the status of the case throughout the prosecution (periodic meetings), including any changes in pre-trial release conditions, the confinement status of military members, and/or the ultimate disposition of the case or sentence if applicable.

4. MISCELLANEOUS

(a) All parties herein agree to train and educate each other concerning the contents of this agreement; and to train each other in their respective protocols, search and seizure laws and techniques, arrest, identification, Miranda rights, and any other police investigation and/or legal matters important to effectuation of this agreement and the procedures involved in handling common cases.

(b) PD agree to require that all firearm applicants on Hanscom AFB applying for firearm identification (FID) card, or a license to carry (LTC) a weapon, obtain a clearance letter from Hanscom AFB affirming that no relevant otherwise disqualifying derogatory information about the applicant exists in Hanscom AFB records that would prevent the issuance of an FID or LTC.

(c) The JA and SFS agree to assist PD with service of domestic abuse restraining orders issued by any state court against any military and non-military person(s) residing on Hanscom AFB. The JA and SFS also agree to promptly notify the appropriate PD of any information they receive or obtain regarding any alleged violation of such orders and to provide reasonable assistance, if necessary, to the PD in determining whether any restraining order violation occurred.

2A-Lexington Police Department's Jurisdiction

(d) The parties agree to meet at least semiannually to discuss the implementation and effectiveness of this MOU, the need for any changes or improvements to the procedures set forth herein, and any other issues or matters of mutual concern that will foster effective law enforcement on Hanscom AFB and the respective portions of the four co-jurisdictional towns.

(e) The parties agree that any information exchanged pursuant to the MOU shall at all times be in accordance with all applicable state and federal laws.

5. EFFECTIVE ADMINISTRATION AND EXECUTION

(a) This MOU shall become effective when last executed by the Staff Judge Advocate of the 66th Air Base Wing at Hanscom AFB provided that all other parties have previously signed this agreement. It will remain in full force and effect for all parties hereto until specifically abrogated by one party to this agreement with sixty (60) days written notice to all other parties, but it shall remain in full force and effect for the other parties hereto.

(b) Any issues or questions regarding this MOU or not specifically covered by this MOU shall be resolved through communication and agreement between the parties.

(c) Each party signing this document is empowered by its employer to legally bind the agency/entity for the purposes state in this Memorandum of Understanding.

Per Chief Mark J. Corr (11-20-2009) – all parties signed this MOU on or about January 9 thru 18, 2006.