



## CITY OF SOMERVILLE, MASSACHUSETTS MAYOR JAKE WILSON

**Date:** July 9, 2026  
**To:** City Council and the Legislative Matters Committee  
**From:** Jake Wilson, Mayor  
**RE:** Responses to Questions from Legislative Matters Committee on June 30, 2026

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Dear Members of the City Council and Legislative Matters Committee,

The following information is being provided to the members of the City Council and the Legislative Matters Committee as a follow-up to the questions asked in the Legislative Matters Committee on June 30, 2026. The responses below have been provided in consultation with the City Attorney's Department and the Somerville Police Department (SPD).

**1) STIR/TUP vs SPEA BWC language: The SPEA contract from 2021 is still in effect and the new contract was not ratified by SPEA. Absent a ratification, the old language still prevails. Given that we were told that the STIR and TUP cannot conflict with the terms of collectively bargained contracts, does that mean that the STIR/TUP terms would not be enforceable in the same way for SPEA patrol officers that it might be for SPSOA superior officers?**

**Response:** In 2021, a prior administration entered into MOAs with both the SPEA and SPSOA that included, amongst other terms, a BWC Policy that was consistent for both unions. The prior administration requested funding to implement a BWC program under that policy and the City Council rejected that appropriation request. The FY25 SPSOA MOA, signed in 2026, made substantial revisions to the 2021 BWC Policy. The 2026 BWC policy provides the basis for the substantive information contained in the STIR and Technology-Specific Surveillance Use Policy (TSSUP) before the Council now. There is no FY25 SPEA MOA and at this time the SPEA contract retains the 2021 BWC policy that was negotiated by a prior administration. While the 2021 BWC Policy would be applicable to SPEA officers were they to be equipped with BWCs, because the 2021 BWC Policy is inconsistent with the STIR and TSSUP the current Administration is asking the Council to approve, SPEA members will not be equipped with BWCs until amendments are made to the BWC Policy in their collective bargaining agreement. According to the Law Department, the City could not deploy BWCs on terms inconsistent with an approved STIR or TSSUP under its Public Oversight of Surveillance Technology Ordinance.





**2) Why is the language in the STIR different than the language in the SPSOA contract when it comes to officers' access to footage? Specifically asking with relation to the "use of deadly force" vs "uses deadly force that results in a fatality".**

**Response:** The STIR was drafted to summarize the 2026 BWC Policy. It does not include every term of the 2026 BWC Policy. The STIR refers to additional detail contained in the SPD BWC Policy throughout.

According to the Law Department, there are two “use of deadly force” provisions in the “Internal Access” section of the 2026 BWC Policy, one concerning when such force results in a fatality and one for when it does not. The STIR describes the process when the use of deadly force results in a fatality. Following an officer-involved use of deadly force that is non-fatal, officers involved can view BWC footage when SPD is the lead investigative body before preparing a written report or giving a statement about the incident. When SPD is NOT the lead investigative body (as in another municipality or the State Police) for a non-fatal use of deadly force incident, that investigative body chooses whether or not to allow an SPD officer involved in the incident to view footage prior to preparing a written report or giving a statement about the incident.

**3) I would appreciate guidance from Law on how to assess whether any given change in the STIR or TUP would be considered a conflict with the SPSOA contract or a "non conflicting expansion". For example, would strengthening the notice requirement be a conflict? And how would we determine that?**

**Response:** According to the Law Department, any provision that conflicts with the 2026 BWC Policy or otherwise impacts the terms and conditions of SPSOA officers’ employment are changes or provisions of the STIR or TSSUP that would require bargaining with SPSOA. For subjects not directly covered by the 2026 BWC Policy, the City’s bargaining obligations are determined based on whether the term or provision requires execution by an SPSOA member or otherwise has a direct or material impact on their employment. The circumstances in which officers must provide notice to subjects of BWC footage is covered by the 2026 BWC Policy and is a function performed or executed by SPSOA members, so changing the notice requirements would require bargaining.

**4) BWC recording a public assembly is allowed by the policy, but how will members of the public present at an assembly possibly be informed that they are being recorded by the police? Does that fall under the "whenever practical" exemption as being impractical?**

**Response:** Yes, notification of the use of BWCs in this instance will be done “whenever practical.” According to SPD, it is possible to deploy signage alerting participants to the potential use of BWCs at pre-planned events. If there is a one-on-one interaction between an officer and a participant in the assembly, notice could be provided but it may not be practical to verbally notify all surrounding individuals.



**5) Why does the right to access footage by subjects of the footage still not provide a clear timeline for access requests? Simply relying on Public Records law (which has infamously poor enforcement and timeliness) seems inadequate.**

**Response:** The Public Records Law provides specific timelines for responses to public records requests. The existing timelines under the Public Records Law place a considerable administrative burden on the impacted department and the Law Department and any adjustments to those timelines should be considered in light of available staffing and City resources.

**6) Why does the policy/STIR allow for BWC of public assemblies based on "reasonable belief" that a crime MAY occur? Is that not predictive surveillance, rather than accountability monitoring?**

**Response:** According to SPD, best practice requires that an officer utilize their training and experience to analyze information as it is received in the field and retain the flexibility to respond accordingly, including, in this circumstance, to activate a body worn camera where appropriate. The 2026 BWC Policy states and officers will have the understanding that a "Use Narrative" report will be required following the use of BWCs at a public assembly, and so the officer will need to be able to articulate the facts and circumstances that warranted activation of the BWC at a public assembly.

**7) The SPSOA contract says that officers must inform individuals that they are being recorded "whenever practical", but the STIR says "officers are required to manually activate their cameras at the beginning of all interactions [...] and to notify the community member they are recording". Does the more lenient SPSOA language prevail, as it is a collectively bargained contract term?**

**Response:** Section 1A of the STIR, which queries the "rules and processes required before" using BWCs, states:

*Section 1A: "Officers wearing body worn cameras are to record all law enforcement interactions with civilians. Whenever possible, officers should inform individuals that they are being audio and video recorded at the beginning of the encounter."*

This is intended to specifically address the topic and capture the "whenever practical" provision of the 2026 BWC Policy. Section 4 of the STIR asks the more general question of when the surveillance technology may be deployed and provides the generally applicable rule, e.g., that officers generally must notify individuals they are being records. Nevertheless, Section 4 of the STIR has been amended to capture the "whenever practical" nuance.

Please let the IGA team know if there are any further questions on any of the above information.

Thank you,

**Jake Wilson**  
Mayor