

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
BERKLEY LOCAL POLICE DEPARTMENT  
AND THE COMMONWEALTH FUSION CENTER

This memorandum of understanding ("MOU") is made between the Town of Berkley Local Police Department of the Commonwealth of Massachusetts ("LPD") and the Commonwealth Fusion Center ("CFC") of the Massachusetts State Police ("State Police").

**PURPOSE**

Whereas the CFC is responsible for obtaining information on terrorist activities under the Homeland Security Strategy and analyzing crime data, as facilitated by the State Police;

Whereas the LPD is willing to provide support to the CFC concerning terrorist activities and crime data, especially with regard to security threats;

Now, therefore, in consideration of the MOU contained herein, the parties agree as follows:

**AUTHORITIES**

This MOU is entered into under the authority of the laws of the Commonwealth of Massachusetts.

**TERMS OF AGREEMENT**

**DUTIES**

The CFC and the LPD agree to establish a means to communicate securely and to efficiently exchange appropriate crime related and homeland security related intelligence/information products. In this endeavor, CFC and the LPD personnel will:

- Assist the respective agencies with requests for information relating to criminal and homeland security matters by accessing departmental databases and resources within the constraints of state and federal law.
- Share all relevant intelligence/information in a timely manner. The LPD shall provide relevant intelligence/information in a manner consistent with CFC needs as determined by the CFC Commander.
- Communicate on a regular basis as determined by the CFC.
- Develop software, infrastructure and applications that comply with the EOPS Massachusetts Integrated Criminal Justice Information System (ICJIS) strategy.
- Develop software, infrastructure and applications that comply with the Commonwealth Fusion Center information sharing strategy.
- Ensure that any new information systems or enhancements to existing systems comply with the Global Justice XML Data Model (GJXDM).

The LPD shall:

- Provide and train an access officer / intelligence officer for the Homeland Security Information Network –Massachusetts (HSIN-MA) secure portal.
- Register that officer with RISSNET through the New England State Police Information Network if they are not already a member.
- Train that officer in the Criminal Intelligence System standards, 28 Code of Federal Regulations part 23.
- Provide information and data to the Commonwealth Fusion Center through the Commonwealth Fusion Center Information Management System, Homeland Security Information Network-Massachusetts (HSIN-MA) or CFC Terrorism tipline.
- Ensure that any data development or applications must comply with the Commonwealth's geospatial strategy and data standards.

#### **DURATION AND TERMINATION**

This MOU shall remain in effect until such time as either signatory agency withdraws from this Agreement. The LPD or the CFC may terminate this Agreement upon a 30-day notice in writing to the other party.

#### **AUTHORIZED REPRESENTATIVES AND NOTICE PROVISION**

The CFC's authorized representative for the purposes of administration of this Agreement is Major Robert G. Smith or his successor. The LPD's authorized representative for the purposes of administration of this Agreement is Chief Scott Labonte, or his successor. Any written notice to the CFC required under this Agreement shall be addressed to Major Robert G. Smith, CFC Commander, 470 Worcester Road, Framingham, MA 01702. Any written notice to the LPD required under this Agreement shall be addressed to Chief Scott K. Labonte, Berkley Police Department, 3 North Main Street, Berkley MA 02779.

#### **ASSIGNMENT**

Neither the CFC nor the LPD shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

#### **AMENDMENTS**

Amendments to this MOU must be approved in writing by both parties to this MOU.

#### **LIABILITY**

The CFC and LPD agree that each party will be responsible for its own acts, or the acts of its Representative(s) and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The CFC and LPD's liability shall be governed by the provisions of Massachusetts law and other applicable law. Liability of the Commonwealth, the Department, or state employees for injury or death of any person(s) and/or damage to or loss of any property, as a result of any act or

**Page 3 of 6**  
**CONFIDENTIAL**

omission undertaken under the provisions of this MOU shall be strictly subject to the terms, exclusions and limits of M.G.L. c. 258. The LPD understands that this MOU does not obligate the CFC to any monetary commitments."

**SECURITY**

The CFC Commanding Officer or his designee shall be responsible for protecting the confidentiality of information provided by the LPD to the CFC in accordance with security measures of the CFC.

To further ensure the confidentiality of information provided by the LDP to the CFC, the CFC Commanding Officer shall report on security measures to the Colonel/Superintendent of the State Police on a periodic basis. Any breach of security shall immediately be reported to the Colonel/Superintendent of the State Police.

The CFC Commanding Officer shall have the discretionary authority to deny the assignment of an individual to the CFC and/or deny access to any information or the facility itself for security reasons.

The CFC shall utilize the "Third Party Rule," meaning that dissemination of another agency's materials beyond the CFC requires advance permission from the originating agency. In addition, no agency shall disseminate materials produced by the CFC without first obtaining the permission of the CFC Commanding Officer, or his/her designee, and consistent with applicable public records law. These rules shall apply to all individuals who are contacts to the CFC, regardless of their agency.

**THE INFORMATION SECURITY COMPLIANCE AGREEMENT**

The CFC has established the Information Security Compliance Agreement to ensure that the rights of innocent citizens are not abridged by the operations of the CFC, and the LPD agrees to abide by it. The Information Security Compliance Agreement is attached to this MOU as **Appendix A**. LPD employees assigned as contacts to the CFC shall act consistent with Section 28 of the Code of Federal Regulations, Part 23 (see attached **Appendix B**) and their applicable state laws.

**DISPUTE RESOLUTION**

Any disputes that may arise between the participating agencies concerning the operations of the CFC shall be referred to the CFC Commanding Officer for resolution. If the CFC Commanding Officer cannot resolve the dispute, it will be referred to the Agency Heads of the parties involved for resolution.

IN FURTHERANCE of their respective goals, objectives, and missions, the parties jointly agree to abide by the provisions of this MOU.

**EFFECTIVE DATE**

This MOU shall become effective upon the signature of all parties.

**ENTIRE MOU**

This MOU contains all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding its subject matter shall be deemed to exist or to bind either of the parties hereto.

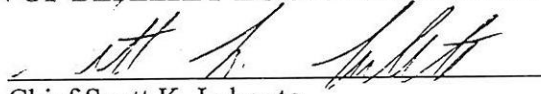
**SIGNATORIES**

The undersigned hereby represent that they are officers duly authorized to sign for the parties to this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed.

APPROVED:

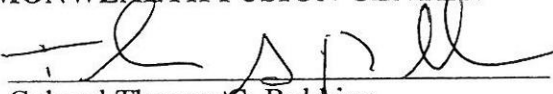
**1. TOWN OF BERKLEY LOCAL POLICE DEPARTMENT**

By:   
Chief Scott K. Labonte

Title: Chief Berkley Police Department

Date: 12-2-05

**2. MASSACHUSETTS STATE POLICE  
COMMONWEALTH FUSION CENTER**

By:   
Colonel Thomas G. Robbins

Title: Superintendent, Massachusetts State Police

Date: 12-2-05

**Distribution:**

Executive Office of Public Safety & Homeland Security  
Colonel/Superintendent's Office, State Police  
Massachusetts Local Police Department

APPENDIX A

MASSACHUSETTS STATE POLICE (State Police)  
INFORMATION SECURITY COMPLIANCE AGREEMENT

**SECURITY, NONDISCLOSURE AND CONFIDENTIALITY**

The LOCAL POLICE DEPARTMENT (LPD) and its employee(s) (**Representative(s)**) assigned as contact(s) to the Commonwealth Fusion Center (CFC) shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in the performance of their duties under this Agreement:

**SECURITY PROCEDURES:**

The LPD agrees that its **Representative(s)** designated to work under this Agreement will comply fully with State Police security procedures and the security procedures set forth in this Agreement in relation to the performance of their duties.

**NONDISCLOSURE AND CONFIDENTIALITY:**

Except as may be required by applicable law or a court of competent jurisdiction, the LPD and its **Representative(s)** shall maintain strict confidence with respect to any sensitive information to which the LPD and its **Representative(s)** are given access. This representation shall survive termination of this Agreement. For purposes of this Agreement, LPD and its **Representative(s)** agree to treat all information (oral, visual, or written) received from the CFC as Confidential Information, unless provided a written release from the designation for specified information by the Colonel/Superintendent of the Massachusetts State Police (State Police), or his/her designee. The State Police shall abide by this clause for information provided to the CFC by LPD and its **Representative(s)**.

**ADMINISTRATIVE OBLIGATION:**

The LPD and its **Representative(s)** designated to work under this Agreement, agree to immediately notify the Commanding Officer of the CFC, or his/her designee, in the event of the resignation of, retirement of, arrest of, or disciplinary action, or an ongoing investigation, involving the **Representative(s)** having access to CFC information or resources, to include the Homeland Security Information Network-Massachusetts (HSIN-MA), the Information Management System (IMS).

The LPD agrees that each **Representative** assigned as a contact to the CFC and all future **Representative(s)** who may be assigned to the CFC will read and sign this Agreement, acknowledging its terms and requirements.

Violation of the Security, Nondisclosure and Confidentiality, and Administrative Obligation clauses specified in this Agreement may result in denial of access to the CFC and a request to the LPD for replacement of the LPD's **Representative(s)** as a contact to the CFC.

I have read, understand and agree to the terms and requirements of this Agreement.

Sgt. Arthur Newhook  12-2-05  
TOWN OF BERKLEY LOCAL POLICE DEPARTMENT Date  
Representative

Chief Scott K. Labonte  12-2-05  
TOWN OF BERKLEY LOCAL POLICE DEPARTMENT Date  
Executive Officer (or Designee)

 1/3/06  
COMMONWEALTH FUSION CENTER Commanding Officer Date  
Major Robert G. Smith

cc: Executive Office of Public Safety & Homeland Security  
Office of the Colonel/Superintendent, Massachusetts State Police