

FOR OFFICIAL USE ONLY – NOT SUBJECT TO MANDATORY DISCLOSURE

MEMORANDUM OF UNDERSTANDING FOR: The Commonwealth Fusion Center and BOSTON POLICE TACTICAL INTELLIGENCE CENTER.

PURPOSE: This Memorandum of Understanding (MOU) sets forth policies, procedures and guidelines for BOSTON POLICE TACTICAL INTELLIGENCE CENTER in support of Law Enforcement Agencies (hereinafter referred to as “LEAs”) and establishes parameters within which BOSTON POLICE TACTICAL INTELLIGENCE CENTER may provide support to the Commonwealth Fusion Center (hereinafter referred to as the “CFC”).

Whereas, the CFC is empowered to enter into this Memorandum of Understanding; and

Whereas, BOSTON POLICE TACTICAL INTELLIGENCE CENTER is empowered to enter into this MOU; and

Now, THEREFORE, it is agreed:

AUTHORITIES

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

TERMS OF AGREEMENT

CFC DUTIES

The Massachusetts State Police will establish workspace within the CFC and will provide those computer and telephonic connections necessary to perform such assigned duties in furtherance of the CFC goals/mission. Direct access to computer applications and the Internet will be provided to each outside agency member assigned at the CFC. Access to any other online searchable databases will be provided on a contingent basis through CFC staff members. Intelligence products produced by the CFC may be made available to each outside agency member upon request, in accordance with CFC policy.

BOSTON POLICE TACTICAL INTELLIGENCE CENTER DUTIES

Members assigned to the CFC agree to be directed by the decisions of the Commanding Officer of the CFC for all matters occurring in the normal course of business of the CFC. In all matters concerning salary, benefits, administration of personnel records and other administrative needs, each member is subject to the supervision of their own agency.

While assigned to the CFC, the assigned BOSTON POLICE TACTICAL INTELLIGENCE CENTER member will:

- Assist CFC personnel with requests for information and all other matters relating to criminal investigations by providing access to BOSTON POLICE TACTICAL INTELLIGENCE CENTER databases and resources.
- Assist CFC staff with the collection, collation, and vetting of incoming information for processing and dissemination of intelligence products.

FOR OFFICIAL USE ONLY – NOT SUBJECT TO MANDATORY DISCLOSURE

- Share all relevant BOSTON POLICE TACTICAL INTELLIGENCE CENTER intelligence with the CFC in a timely manner.
- Ensure appropriate information is entered into the CFC Intelligence System.
- Provide adequate coverage and assign/delegate an alternative member during times of absence to enable timely access and effective utilization of BOSTON POLICE TACTICAL INTELLIGENCE CENTER resources.
- Record daily activities through the CFC blotter to ensure accurate data is included in the Performance Measures Report.

DURATION AND TERMINATION

This MOU shall remain in effect until such time as a signatory agency withdraws from the agreement. BOSTON POLICE TACTICAL INTELLIGENCE CENTER or the CFC may withdraw from this agreement upon a 30-day notice in writing to the other participating agency.

AUTHORIZED REPRESENTATIVES

The CFC's authorized representative for the purposes of administration of this agreement is Major Robert G. Smith or his successor. BOSTON POLICE TACTICAL INTELLIGENCE CENTER'S authorized representative for the purposes of administration of this agreement is _____ or his/her successor.

FINANCIAL RESPONSIBILITIES

Participating employees will carry out designated functions at their own agency's expense, including salaries, benefits and local transportation.

ASSIGNMENT

Neither the CFC nor BOSTON POLICE TACTICAL INTELLIGENCE CENTER 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 shall be proposed by the CFC Commanding Officer, and approved by all signatories to this MOU.

LIABILITY

The CFC and BOSTON POLICE TACTICAL INTELLIGENCE CENTER 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 BOSTON POLICE TACTICAL INTELLIGENCE CENTER liability shall be governed by the provisions of Massachusetts law and other applicable law.

FOR OFFICIAL USE ONLY – NOT SUBJECT TO MANDATORY DISCLOSURE

SECURITY

The Commanding Officer of the CFC, currently Major Robert G. Smith, or his designee shall be responsible for establishing appropriate security measures to ensure the integrity of the operations of the Commonwealth Fusion Center.

The Commanding Officer shall report on security measures to the Colonel/Superintendent of State Police on a periodic basis. Any breach of security shall immediately be reported to the Colonel/Superintendent of State Police.

The Commanding Officer of the CFC shall be responsible for ensuring that appropriate background checks have been made on each member assigned to the CFC and each member who is authorized to receive information from the Center. The Commanding Officer of the CFC 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 Agency Rule," meaning dissemination of another agency's materials beyond the CFC requires advanced permission from the originating agency. In addition, no agency shall disseminate materials produced by the CFC without first obtaining the permission of the Commanding Officer of the CFC, or his/her designee. These rules shall apply to all individuals assigned 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 BOSTON POLICE TACTICAL INTELLIGENCE CENTER agrees to abide by it. The Information Security Compliance Agreement is attached to this MOU as **Appendix A**. Contingent upon receipt of federal funding to support CFC operations, CFC personnel and all BOSTON POLICE TACTICAL INTELLIGENCE CENTER personnel assigned to the CFC shall abide by the rules of intelligence sharing as defined by Section 28 of the Code of Federal Regulations, Part 23 (see attached Appendix B).

DISPUTE RESOLUTION

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

OTHER PROVISIONS

The parties agree to abide by the terms of the attached CFC-BOSTON POLICE TACTICAL INTELLIGENCE CENTER Job Description. It is hereby attached and incorporated by reference.

FOR OFFICIAL USE ONLY – NOT SUBJECT TO MANDATORY DISCLOSURE

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

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

APPROVED:

1. AGENCY

By: *Kaelin M. Toole*

Title: Commissioner - Boston Police Department

Date: 8/25/05

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

By: *T. G. Robbins*
Colonel Thomas G. Robbins

Title: Superintendent, Massachusetts State Police

Date: 8/25/05

Distribution:

Executive Office of Public Safety & Homeland Security
Colonel/Superintendent's Office, MSP

APPENDIX A

MASSACHUSETTS STATE POLICE (MSP)
INFORMATION SECURITY COMPLIANCE AGREEMENT

SECURITY, NONDISCLOSURE AND CONFIDENTIALITY

BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** assigned 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:

BOSTON POLICE TACTICAL INTELLIGENCE CENTER agrees that its **Representative(s)** designated to work under this Agreement will comply fully with all security procedures of the state in relation to the performance of their duties and further agrees that its **Representative(s)** designated to work under this Agreement have, as a condition of their employment, or if not, shall be required to undergo, the same security clearances as are required of the Massachusetts State Police (MSP). Specifically, each prospective and current representative designated to work under this Agreement at the CFC, shall submit identifying information and may be fingerprinted for purposes of a background check. CFC personnel shall arrange for the scheduling of such fingerprinting activities on State premises. Each Representative assigned to the CFC will be required to attain a SECRET Level security clearance from the FBI or DHS upon assignment to the CFC.

NONDISCLOSURE AND CONFIDENTIALITY:

Except as may be required by applicable law or a court of competent jurisdiction, BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** shall maintain strict confidence with respect to any Confidential Information to which BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** have access. This representation shall survive termination of this Agreement. For purposes of this Agreement, BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** agree to treat all information (oral, visual, or written) accessed in the course of their assignment to the CFC as Confidential Information, unless provided written release from the designation for specified information by the Colonel/Superintendent of the MSP, or his/her designee.

ADMINISTRATIVE OBLIGATION:

BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** designated to work under this agreement, agree not to use CFC provided equipment to engage in non-duty related activities.

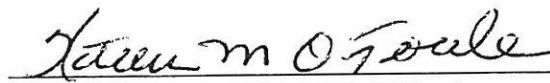
BOSTON POLICE TACTICAL INTELLIGENCE CENTER and its **Representative(s)** designated to work under this Agreement, agree to immediately notify the Commanding Officer of the CFC, or his/her designee, in the event of the arrest of, or disciplinary action involving the **Representative(s)** assigned to the CFC.

FOR OFFICIAL USE ONLY – NOT SUBJECT TO MANDATORY DISCLOSURE

In circumstances where the signer of this document represents an **BOSTON POLICE TACTICAL INTELLIGENCE CENTER** with more than one **Representative** assigned to the CFC, **BOSTON POLICE TACTICAL INTELLIGENCE CENTER** agrees that all **Representative(s)** now working at the CFC and all future **Representative(s)** who may be assigned to the CFC have been and will be instructed in the requirements of this Agreement.

Violation of the Security, Nondisclosure and Confidentiality, and Administrative Obligation clauses specified in this Agreement may constitute grounds for removal of **BOSTON POLICE TACTICAL INTELLIGENCE CENTER Representative(s)** from their assignment at the CFC.

I have read, understand and agree to the contents of this document.



Commissioner Kathleen M. O'Toole
Boston Police Department

8/25/05
Date:



Signature of CFC Commanding Officer – Major Robert G. Smith

10/11/05
Date

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