



MITT ROMNEY
GOVERNOR

KERRY HEALEY
LIEUTENANT GOVERNOR

EDWARD A. FLYNN
SECRETARY

COLONEL THOMAS G. ROBBINS
SUPERINTENDENT

The Commonwealth of Massachusetts
Department of State Police

Office of the Superintendent

470 Worcester Road

Framingham, MA 01702

(508) 820-2350

October 6, 2005

Colonel Craig A. Poulin
Maine State Police
43 State House Station -#42 SHS
Augusta, ME 04333

Re: *Agreement with the Commonwealth Fusion Center*

Dear Colonel Poulin:

The Massachusetts State Police has recently stood up the Commonwealth Fusion Center (CFC). The CFC's mission is to provide information sharing among local, state and federal public safety agencies and private sector organizations in order to facilitate the collection, analysis, and dissemination of intelligence relevant to terrorism and public safety. The Massachusetts State Police is seeking to enter into memoranda of understanding with New England, and other states, as part of the CFC's overall homeland security mission. Specifically, the CFC seeks to establish a mutually beneficial arrangement to communicate securely and to efficiently exchange appropriate homeland security related intelligence/information products between our states.

To this end, I am requesting that you join in this endeavor by entering into the attached Memorandum of Understanding between the CFC and your agency. Your participation would be a great asset.

I appreciate your consideration and hope you will execute the MOU soon. I will be contacting you to discuss this MOU further and answer any questions you may have. Please also feel free to contact me at 508-820-2350 or Major Robert Smith, the CFC Commander, at 508-820-2334. Thank you.

Sincerely,

Colonel Thomas G. Robbins
Superintendent

cc: Major Robert G. Smith

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MAINE STATE POLICE
AND THE COMMONWEALTH FUSION CENTER**

This memorandum of understanding ("MOU") is made between the Maine State Police (MSP) and the Commonwealth Fusion Center ("CFC") of the Massachusetts State Police ("State Police").

PURPOSE

Whereas the CFC is responsible for obtaining information on terrorism/homeland security and law enforcement/public safety;

Whereas the MSP is willing to provide support to the CFC concerning the above described information relevant to Massachusetts;

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

AUTHORITY

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

TERMS OF AGREEMENT

DUTIES

The CFC and the MSP 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 MSP 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.
- Communicate on a regular basis as determined by the authorized representatives.
- Provide 24/7 contact coverage to enable timely access and effective utilization of the respective departmental resources.

DURATION AND TERMINATION

This MOU shall remain in effect until such time as either signatory agency withdraws from this agreement. The MSP or the CFC may terminate this MOU 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 MSP's authorized representative for the purposes of administration of this Agreement is _____ or his/her successor. Any written notice to the CFC required under this Agreement shall be addressed to Major Robert G. Smith, Commonwealth Fusion Center, 470 Worcester Road, Framingham, MA 01702. Any written notice to the MSP required under this Agreement shall be addressed to

ASSIGNMENT

Neither the CFC nor MSP shall assign or transfer any rights or obligations under this MOU 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 MSP 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 MSP liability shall be governed by the provisions of their own applicable state laws. Liability of the Commonwealth, the CFC, the State Police, or any Massachusetts 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 omission undertaken under the provisions of this MOU shall be strictly subject to the terms, exclusions and limits of M.G.L. c. 258.

SECURITY

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

To further ensure the confidentiality of information provided by the MSP 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 Agency 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 MSP agrees to abide by it. The Information Security Compliance Agreement is attached to this MOU as **Appendix A**. MSP 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. MAINE STATE POLICE

By: _____

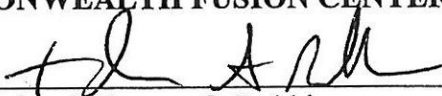
Craig A. Poulin
Colonel Craig A. Poulin

Title: _____

Date: _____

Chief
10/19/05

2. MASSACHUSETTS STATE POLICE
COMMONWEALTH FUSION CENTER

By: 
Colonel Thomas G. Robbins

Title: Superintendent, Massachusetts State Police

Date: 10/25/05

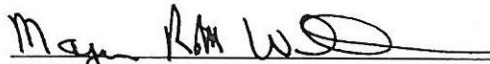
Distribution:

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

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



MAINE STATE POLICE Representative 10-21-05
Date



MAINE STATE POLICE Executive Officer (or Designee) 10-21-05
Date



COMMONWEALTH FUSION CENTER Commanding Officer 10/21/05
Date
Major Robert G. Smith

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