



ORDER OF BUSINESS FOR MATTERS PRESENTED TO THE CITY CLERK PRIOR TO 10:00 A.M. ON MONDAY, MARCH 23, 2026 FOR CONSIDERATION BY THE CITY COUNCIL AT A REGULAR MEETING IN THE CHRISTOPHER IANNELLA CHAMBER ON WEDNESDAY, MARCH 25, 2026 AT 12:00 P.M.

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## **ROLL CALL**

### **APPROVAL OF THE MARCH 18, 2026 CITY COUNCIL MEETING MINUTES**

#### **COMMUNICATIONS FROM HER HONOR, THE MAYOR:**

- [0619](#) Message and order for your approval an order to reduce the FY26 appropriation for the Reserve for Collective Bargaining by One Million, Forty-Six Thousand, One Hundred Seventy-Eight Dollars (\$1,046,178.00) to provide funding for the Boston Public Schools for the FY26 increases contained within the collective bargaining agreements between the School Committee of the City of Boston and the United Steelworkers 2936 (Bus Monitors).
- [0620](#) Message and order for a supplemental appropriation order for the Boston Public Schools Department for FY26 in the amount of One Million, Forty-Six Thousand, One Hundred Seventy-Eight Dollars (\$1,046,178.00) to cover the FY26 cost items contained within the collective bargaining agreements between the School Committee of the City of Boston and the United Steelworkers 2936 (Bus Monitors). The terms of the contracts are July 1, 2025 through June 30, 2028. The major provisions of the contracts include base wage increases of 2% to be given in July of each fiscal year of the contract term, as well as a \$1/hr flat increase in January, 2026 and a \$0.70/hr flat increase (for assigned monitors only) in January, 2028.
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[0621](#) Message and order authorizing the City of Boston to accept and expend the amount of Thirty-Eight Thousand Two Hundred Twenty-Nine Dollars And Thirty Cents (\$38,229.30) in the form of a grant, the State Literacy Program Grant, awarded by MA Department of Education to be administered by the Office of Workforce Development. The grant would fund the infrastructure costs for the Adult Community Learning Services at the MassHire Career Centers.

[0622](#) Message and order authorizing the City of Boston to accept and expend the amount of Twenty Thousand Dollars (\$20,000.00) in the form of a grant, FY26 Earmark for Fairmount Housing Development, awarded by MA Executive Office Of Public Safety & Security to be administered by the Police Department. The grant would fund support of Police overtime for visible patrols in the Fairmount Development.

[0623](#) Message and order for the confirmation of the appointment of Christopher Osgood as a member of the Boston Water and Sewer Commission, for a term expiring March 30, 2030.

[0624](#) Message transmitting certain information under Section 17F relative to the Memoranda of Understanding between the Boston Police Department and external entities, passed by the Council on January 30, 2026.

## **PETITIONS, MEMORIALS AND REMONSTRANCES**

### **REPORTS OF PUBLIC OFFICERS AND OTHERS:**

[0625](#) Notice was received from the Mayor of the appointment of Max Rome, as a Constituent Trustee of the Boston Groundwater Trust.

[0626](#) Notice was received from the City Clerk in accordance with Chapter 6 of the Ordinances of 1979 regarding action taken by the Mayor on papers acted upon by the City Council at its meeting of March 11, 2026.

[0627](#) Communication was received from the City Clerk of the filing by the Boston Planning and Development Agency regarding “Proposed Minor Modification to the Charlestown Urban Renewal Plan, Project No. Mass. R-55, with respect to Parcel C-1A.”

[0628](#) Communication was received from Councilor Murphy requesting a briefing from the budget office regarding recent citywide spending controls and hiring constraints referenced in public reporting.

[0629](#) Communication was received from Councilor Murphy regarding an officer-involved shooting in Roxbury.

[0630](#) Communication was received by the City Clerk from the Boston Landmarks Commission for City Council action on the designation of the Petition #228.07 - The Bussey House, 1203-1205 Adams Street, Dorchester, MA 02124 (in effect after April 22, 2026 if not acted upon).

#### **MATTERS RECENTLY HEARD-FOR POSSIBLE ACTION:**

[0166](#) Order for a hearing regarding Boston Public Schools student-athlete transfer and eligibility policies.

[0201](#) Order for a hearing to discuss Boston's FY27 operating budget.

[0202](#) Order for a hearing to discuss Boston Public Schools' FY27 operating budget.

[0587](#) Order for a hearing to review administrative transparency, equitable student representation, and student freedoms in higher education.

#### **MOTIONS, ORDERS AND RESOLUTIONS:**

[0631](#) **Councilor Culpepper and Worrell offered the following:** Order for a hearing to examine diversity and representation within the Boston Fire Department, including leadership positions.

[0632](#) **Councilor Culpepper and Santana offered the following:** Order for a hearing to examine measures to prevent human and drug trafficking during the 2026 FIFA World Cup in Boston.

[0633](#) **Councilor FitzGerald and Mejia offered the following:** Order for a hearing to audit and review the City Council budget amendment process.

[0634](#) **Councilor Murphy offered the following:** Order for a hearing regarding citywide spending controls, hiring constraints, and fiscal outlooks across departments.

[0635](#) **Councilor Murphy offered the following:** Order for a hearing to examine the denial of a longstanding nonprofit event permit and the city's policies governing use of public parkland.

[0636](#) **Councilor Flynn offered the following:** Order for a hearing to discuss city services and quality of life concerns in Copley Square.

- 0637** Councilor Mejia offered the following: Order requesting certain information under Section 17F regarding White Stadium.
- 0638** Councilor Culpepper and Worrell offered the following: Order for a hearing to examine the Boston Police Department's protocols for releasing police body camera and dashboard camera footage.
- 0639** Councilor Culpepper and Worrell offered the following: Resolution calling on the Boston Police Department to update body camera and dash camera release protocols to include access to oversight entities following police-involved shootings, mass shootings, and major events.
- 0640** Councilor Pepén offered the following: Resolution recognizing Crossing Guard Appreciation Day.
- 0641** Councilor Culpepper and Mejia offered the following: Resolution in support of H.4683, "An Act Relative to Teacher Preparation and Student Literacy."
- 0642** Councilor Durkan and Santana offered the following: Resolution recognizing March 31, 2026 as Transgender Day of Visibility.
- 0643** Councilor Mejia and Flynn offered the following: Resolution upholding alcohol restrictions at all Boston Public School facilities including White Stadium.

#### **GREEN SHEETS:**

- 25/26** Legislative Calendar for March 25, 2026.

#### **CONSENT AGENDA:**

- 0644** Councilor FitzGerald offered the following: Resolution in memory of George W. Gardner, Jr.
- 0645** Councilor FitzGerald offered the following: Resolution in memory of Shirley E. (Cameron) Duke.
- 0646** Councilor Breadon offered the following: Resolution in memory of Brenda Gael McSweeny.
- 0647** Councilor Breadon offered the following: Resolution congratulating Brazilian Women's Group.

- 0648** Councilor Louijeune offered the following: Resolution recognizing Jack Maharaj.
- 0649** Councilor Louijeune offered the following: Resolution recognizing Elaine Kevgas.
- 0650** Councilor Louijeune offered the following: Resolution in memory of Sheryl Goler Richards.
- 0651** Councilor Louijeune offered the following: Resolution recognizing Rachel Boeteng.
- 0652** Councilor Louijeune offered the following: Resolution in tribute to Phillip Cohen Myrick.
- 0653** Councilor Louijeune offered the following: Resolution recognizing the Child and Family Wellness Center.
- 0654** Councilor Culpepper offered the following: Resolution in memory of Edmond Guillory.
- 0655** Councilor Culpepper offered the following: Resolution recognizing Dr. Ted Landsmark.
- 0656** Councilor Flynn offered the following: Resolution in recognition of the Chinese Progressive Association.
- 0657** Councilor Flynn offered the following: Resolution recognizing the Tai Shan Community Association.
- 0658** Councilor Flynn offered the following: Resolution recognizing the families of Tom and Eddie Butler.
- 0659** Councilor Flynn offered the following: Resolution recognizing Richie Linehan.
- 0660** Councilor Flynn offered the following: Resolution recognizing Lee Burke and the Michael Burke Foundation.
- 0661** Councilor Flynn offered the following: Resolution recognizing Bobby Ferrara.
- 0662** Councilor Flynn offered the following: Resolution recognizing Randy Greeley.

- 0663** Councilor Flynn offered the following: Resolution recognizing the Collins Family.
- 0664** Councilor Flynn offered the following: Resolution recognizing State Representative David Biele.
- 0665** Councilor Flynn offered the following: Resolution recognizing the Sam Yick Association of New England.
- 0666** Councilor Flynn offered the following: Resolution recognizing the Wong Family Benevolent Association.
- 0667** Councilor Flynn offered the following: Resolution recognizing the Timothy "Doc" Cook Scholarship Foundation.
- 0668** Councilor Flynn offered the following: Resolution in memory of Dan McCole.
- 0669** Councilor Flynn offered the following: Resolution recognizing the USS Harvey C. Barnum Jr.
- 0670** Councilor Flynn offered the following: Resolution recognizing the South Boston Citizens' Association.
- 0671** Councilor Flynn offered the following: Resolution recognizing R. Emily Goldberg Winer.
- 0672** Councilor Flynn offered the following: Resolution recognizing Rabbi Barry Dolinger.
- 0673** Councilor Flynn offered the following: Resolution recognizing the Castle Square Tenants Organization.
- 0674** Councilor Flynn offered the following: Resolution recognizing the DiDomenico Foundation.
- 0675** Councilor Flynn offered the following: Resolution recognizing the family of Susan Hurley.
- 0676** Councilor Flynn offered the following: Resolution recognizing Jessica Tang.
- 0677** Councilor Flynn offered the following: Resolution recognizing the Leung Family Association.
- 0678** Councilor Flynn offered the following: Resolution recognizing the Boston Groundwater Trust.

- 0679** Councilor Flynn offered the following: Resolution recognizing Women Veterans of Massachusetts.
- 0680** Councilor Flynn offered the following: Resolution recognizing the Emerald Society of the Boston Police Department.
- 0681** Councilor Flynn offered the following: Resolution recognizing Roxbury Prep.
- 0682** Councilor Pepén offered the following: Resolution recognizing Betty Jenkins.
- 0683** Councilor Pepén offered the following: Resolution recognizing Peggie Hope.
- 0684** Councilor Pepén offered the following: Resolution recognizing Vavisa Brown.
- 0685** Councilor Pepén offered the following: Resolution recognizing Cardicia Welcome.
- 0686** Councilor Pepén offered the following: Resolution recognizing Carmen Ayala.
- 0687** Councilor Pepén offered the following: Resolution recognizing Ana Rosario.



City of Boston, Massachusetts  
Office of the Mayor  
**MICHELLE WU**

March 23, 2026

**TO THE CITY COUNCIL**

Dear Councilors:

I transmit herewith for your approval an order for your approval an order to reduce the FY26 appropriation for the Reserve for Collective Bargaining by One Million, Forty-Six Thousand, One Hundred Seventy-Eight Dollars (\$1,046,178.00) to provide funding for the Boston Public Schools for the FY26 increases contained within the collective bargaining agreements between the School Committee of the City of Boston and the United Steelworkers 2936 (Bus Monitors).

I respectfully request your favorable action on this important matter.

Sincerely,

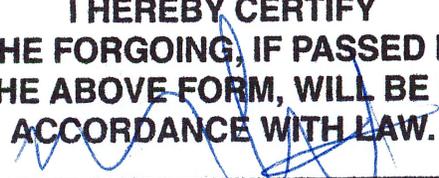
Michelle Wu  
Mayor of Boston

**CITY OF BOSTON**  
**IN CITY COUNCIL**

**AN ORDER REDUCING THE FY26 APPROPRIATION FOR THE RESERVE FOR COLLECTIVE BARGAINING BY ONE MILLION, FORTY SIX THOUSAND, ONE HUNDRED SEVENTY EIGHT DOLLARS (\$1,046,178).**

**ORDERED:** That the appropriation heretofore made, to meet the current operating expenses in the fiscal year commencing July 1, 2025 and ending June 30, 2026, be reduced by the following amount:

100-999000-51000 Reserve for Collective Bargaining \$1,046,178

**I HEREBY CERTIFY  
THE FORGOING, IF PASSED IN  
THE ABOVE FORM, WILL BE IN  
ACCORDANCE WITH LAW.**  
BY   
**MICHAEL FIRESTONE  
CORPORATION COUNSEL**

3/17

KAJ



City of Boston, Massachusetts  
Office of the Mayor  
**MICHELLE WU**

March 23, 2026

**TO THE CITY COUNCIL**

Dear Councilors:

I transmit herewith a supplemental appropriation order for the Boston Public Schools Department for FY26 in the amount of One Million, Forty-Six Thousand, One Hundred Seventy-Eight Dollars (\$1,046,178.00) to cover the FY26 cost items contained within the collective bargaining agreements between the School Committee of the City of Boston and the United Steelworkers 2936 (Bus Monitors). The terms of the contracts are July 1, 2025 through June 30, 2028. The major provisions of the contracts include base wage increases of 2% to be given in July of each fiscal year of the contract term, as well as a \$1/hr flat increase in January 2026 and a \$0.70/hr flat increase (for assigned monitors only) in Jan 2028.

I respectfully request your support of this supplemental appropriation.

Sincerely,

Michelle Wu  
Mayor of Boston

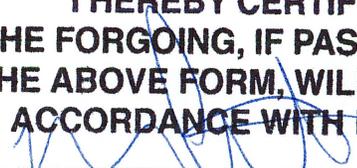
**CITY OF BOSTON**  
**IN CITY COUNCIL**

**AN ORDER APPROPRIATING ONE MILLION, FORTY SIX THOUSAND, ONE HUNDRED SEVENTY EIGHT DOLLARS (\$1,046,178) TO COVER THE FY26 COST ITEMS CONTAINED WITHIN THE COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE BOSTON SCHOOL COMMITTEE AND THE UNITED STEELWORKERS 2936 (BUS MONITORS).**

**ORDERED:** That in addition to the appropriations heretofore made, to meet the current operating expenses of the fiscal period commencing July 1, 2025 and ending June 30, 2026, the sum of ONE MILLION, FORTY SIX THOUSAND, ONE HUNDRED SEVENTY EIGHT DOLLARS (\$1,046,178) be, and the same hereby is appropriated as follows, said sum to be met from available funds and taxation pursuant to Section 23 of Chapter 59 of the General Laws: -

Boston Public Schools	\$1,046,178
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**I HEREBY CERTIFY  
THE FORGOING, IF PASSED IN  
THE ABOVE FORM, WILL BE IN  
ACCORDANCE WITH LAW.**

BY  s/n  
**MICHAEL FIRESTONE** KAJ  
**CORPORATION COUNSEL**



**City Of Boston • Massachusetts  
Office of the Mayor  
Michelle Wu**

03-20-2026

TO THE CITY COUNCIL

Dear Councilors:

I hereby transmit for your approval an Order authorizing the City of Boston to accept and expend the amount of THIRTY-EIGHT THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS AND THIRTY CENTS (**\$38,229.30**) in the form of a grant, the State Literacy Program grant, awarded by MA Department of Education to be administered by the Office Workforce Development.

The grant would fund the infrastructure costs for the Adult Community Learning Services at the Mass Hire Career Centers.

I urge your Honorable Body to adopt this Order so that the City of Boston may accept the funds expeditiously and expend them upon award for the purposes for which they are granted.

Sincerely,

Michelle Wu  
Mayor of Boston



## City Council Order

**AN ORDER AUTHORIZING THE CITY OF BOSTON TO ACCEPT AND EXPEND** the State Literacy Program grant FUNDS, AWARDED BY MA Department of Education.

**WHEREAS**, the MA Department of Education, is being petitioned for the issuance of funds to the Office Workforce Development; and

**WHEREAS**, the funds in the amount of THIRTY-EIGHT THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS AND THIRTY CENTS (**\$38,229.30**) would fund the infrastructure costs for the Adult Community Learning Services at the Mass Hire Career Centers. Therefore be it

**ORDERED:** that the Mayor, acting on behalf of the City of Boston be, and hereby is authorized, pursuant to section 53A of chapter 44 of the Massachusetts General Laws, to accept and expend the MA Department of Education, the State Literacy Program grant award not to exceed the amount of THIRTY-EIGHT THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS AND THIRTY CENTS (**\$38,229.30**).

**Docket #** \_\_\_\_\_

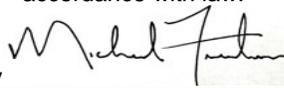
**In City Council  
Passed** \_\_\_\_\_

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**Approved** \_\_\_\_\_

I hereby certify that  
the foregoing, if passed in  
the above form, will be in  
accordance with law.

by 

Michael Firestone  
Corporation Counsel



**City Of Boston • Massachusetts  
Office of the Mayor  
Michelle Wu**

03-20-2026

TO THE CITY COUNCIL

Dear Councilors:

I hereby transmit for your approval an Order authorizing the City of Boston to accept and expend the amount of TWENTY THOUSAND DOLLARS (**\$20,000.00**) in the form of a grant, FY26 Earmark for Fairmount Housing Development, awarded by MA Executive Office Of Public Safety & Security to be administered by the Police Department.

The grant would fund support of Police overtime for visible patrols in the Fairmount Development.

I urge your Honorable Body to adopt this Order so that the City of Boston may accept the funds expeditiously and expend them upon award for the purposes for which they are granted.

Sincerely,

Michelle Wu  
Mayor of Boston



## City Council Order

**AN ORDER AUTHORIZING THE CITY OF BOSTON TO ACCEPT AND EXPEND** FY26 Earmark for Fairmount Housing Development FUNDS, AWARDED BY MA Executive Office Of Public Safety & Security.

**WHEREAS**, the MA Executive Office Of Public Safety & Security, is being petitioned for the issuance of funds to the Police Department; and

**WHEREAS**, the funds in the amount of TWENTY THOUSAND DOLLARS (**\$20,000.00**) would fund support of Police overtime for visible patrols in the Fairmount Development. Therefore be it

**ORDERED:** that the Mayor, acting on behalf of the City of Boston be, and hereby is authorized, pursuant to section 53A of chapter 44 of the Massachusetts General Laws, to accept and expend the MA Executive Office Of Public Safety & Security, FY26 Earmark for Fairmount Housing Development award not to exceed the amount of TWENTY THOUSAND DOLLARS (**\$20,000.00**).

**Docket #** \_\_\_\_\_

**In City Council Passed** \_\_\_\_\_

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**Approved** \_\_\_\_\_

I hereby certify that the foregoing, if passed in the above form, will be in accordance with law.

by 

Michael Firestone  
Corporation Counsel



City of Boston, Massachusetts  
Office of the Mayor  
**Michelle Wu**

March 23, 2026

**TO THE CITY COUNCIL**

Dear Councilors:

I transmit herewith for your approval an Order confirming the appointment of Christopher Osgood of 15 Cranston Street, Apartment B, Boston, Massachusetts 02130 as a member of the Boston Water and Sewer Commission.

Christopher Osgood shall serve a term expiring on March 30, 2030.

I am appointing Christopher Osgood to the Boston Water and Sewer Commission pursuant to the authority vested in me by Chapter 436, Section 3 of the Acts of 1977. I urge your Honorable Body to act favorably on the appointment of Christopher Osgood as a member of the Boston Water and Sewer Commission.

Sincerely,

Michelle Wu  
Mayor of Boston





City of Boston, Massachusetts  
Office of the Mayor  
**MICHELLE WU**

March 23, 2026

**TO THE CITY COUNCIL**

Dear Councilors:

This is the response to the 17F: Order requesting certain information under Section 17F re: Memoranda of Understanding between the Boston Police Department and external entities. (Docket #0296 filed on 1/30/2026).

Sincerely,

Michelle Wu  
Mayor of Boston

March 16, 2026

Boston City Council  
1 City Hall Square  
Boston, MA 02201

Re: Order Requesting Certain Information Under Section 17f Re: Memoranda Of Understanding Between The Boston Police Department And External Entities

Dear President Breadon and Members of the Boston City Council,

In response to your request for information under Section 17F, the Boston Police Department (BPD) provides the following response.

*Request 1: Any existing and expired Memoranda of Understanding (MOUs) between the Boston Regional Intelligence Center or Boston Police Department and the Department of Homeland Security's Office of Intelligence and Analysis regarding data and information sharing executed from 2005 to the present.*

The following attached Memorandum of Agreement is presently in effect:

- (1) Department of Homeland Security - Memorandum of Agreement between the Department of Homeland Security [Office of Intelligence and Analysis] and the Boston Police Department, Boston Regional Intelligence Center [Host]

There is presently one employee from the *Department of Homeland Security's Office of Intelligence and Analysis (DHS I&A)* assigned to the Boston Regional Intelligence Center (BRIC) within the Boston Police Department. This individual does not have direct access to Boston Police Department databases and systems, including, but not limited to, the Associative Violence Information System (formerly known as the Gang Assessment Database). As stated in the MOU, all information sharing between BPD / BRIC and DHS I&A must comply with all applicable laws, Department policies and procedures, and City of Boston ordinances including, specifically, the Boston Trust Act.

*Request 2: Any existing and expired Memoranda of Understanding (MOUs) between the Boston Regional Intelligence Center or Boston Police Department and the Department of State Police's Commonwealth Fusion Center regarding data and information sharing executed from 2005 to the present.*

The following attached document provides information regarding the relationship between the Commonwealth Fusion Center (CFC) and the Boston Regional Intelligence Center:

(1) Massachusetts' Fusion Centers Statewide Concept of Operations

Additional information regarding the BRIC's operations, including the (a) Privacy, Civil Rights & Civil Liberties Protection Policy, (b) Standard Operating Procedures for Dissemination Of Information And Intelligence Products, and (c) Standard Operating Procedures for Request For Information (RFI) Processing, can be found at <https://police.boston.gov/bureaus/>.

*Request 3: Any existing and expired Memoranda of Understanding (MOUs) between the Boston Regional Intelligence Center or Boston Police Department and any federal agency, including but not limited to the Federal Bureau of Investigation, the Drug Enforcement Administration, Homeland Security Investigations, and the Bureau of Alcohol, Tobacco, Firearms, and Explosives executed from 2005 to the present.*

The Department located the following agreements between the Department and a federal agency that are all presently in effect. The Department provides this response with the following sixteen documents:

- (1) Department of Justice, Federal Bureau of Investigation - Joint Terrorism Task Force Standard Memorandum of Understanding Between the Federal Bureau of Investigation and the City of Boston Police Department
- (2) Department of Homeland Security - Memorandum of Understanding between U.S. Immigration and Customs Enforcement Homeland Security Investigations and Boston Police Department regarding the Designation of Boston Police Department Employees as Customs Officers (Excepted)
- (3) Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives - Memorandum of Agreement Between the ATF and BPD for Reimbursement of Overtime Salary Costs Associated with ATF Task Force
- (4) Department of Justice, Drug Enforcement Agency Task Force Group One - Program - Funded State and Local Task Force Agreement
- (5) Department of Justice, Drug Enforcement Agency Task Force Group Five - Program - Funded State and Local Task Force Agreement
- (6) Department of Justice, Drug Enforcement Agency Financial Investigations Team - Program - Funded State and Local Task Force Agreement
- (7) Department of Justice, Federal Bureau of Investigations New England Regional Computer Forensics Lab - Addendum #1 to the Regional Computer Forensic Laboratory Cooperation Agreement / Memorandum of Understanding New England RCFL (NERCFL)

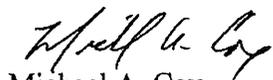
- (8) Department of Homeland Security, U.S. Secret Service - New England Cyber Fraud Task Force - Memorandum of Understanding Between the Boston Police Department and the United States Secret Service
- (9) Department of Homeland Security, U.S. Secret Service: New England Cyber Fraud Task Force - Memorandum of Understanding on Reimbursement of Certain Overtime Costs, And Other Expenses Between The Boston Police Department And The United States Secret Service
- (10) Department of Justice, U.S. Marshals - Fugitive Task Force - United States Marshals Service Fugitive Task Force Memorandum of Understanding
- (11) Department of Justice, United States Postal Inspection Service - Regional Interdiction Investigations Drive Enforcement Task Force - Memorandum of Understanding
- (12) Federal Bureau of Investigation Boston Violent Crime Task Force - Memorandum of Understanding
- (13) Federal Bureau of Investigation Child Exploitation Task Force (CETF) - Memorandum of Understanding (MOU)
- (14) Cyber Task Force Standard Memorandum of Understanding Between the Federal Bureau of Investigation and the Boston Police Department
- (15) Federal Bureau of Investigation Metro Boston Gang Task Force Memorandum of Understanding
- (16) Memorandum of Understanding Organized Crime Drug Enforcement Task Forces (OCDETF) Boston Strike Force District of Massachusetts

Please note, to allow for the public release of these documents, redactions have been made in accordance with Mass. Gen. Laws c. 4 § 7(26)(f) (investigatory materials) and (n) (public safety). None of the redacted information relates in any way to immigration or immigration enforcement nor does the redacted information create an obligation on the Department to act in violation of state or local laws.

As you know, we are mindful of our obligations regarding information sharing under state and local laws in all aspects of the Department's work, including in our partnerships with federal agencies. We engage and continue to collaborate with our federal partners on criminal investigations while maintaining compliance with all state and local laws. Nothing in these agreements, including with the Department of Homeland Security Immigration and Customs Enforcement / Homeland Security Investigations, gives the Department authority to enforce administrative violations of immigration law. The Department's participation in these task forces is consistent with our local authority and remains focused on investigating criminal activity and holding offenders accountable for their behavior.

We look forward to continuing to work with the City Council and discussing these important topics that will further build trust within the City of Boston and keep our communities safe.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Cox". The signature is fluid and cursive, with the first name being the most prominent.

Michael A. Cox  
Police Commissioner

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DEPARTMENT OF HOMELAND SECURITY**  
**[OFFICE OF INTELLIGENCE AND ANALYSIS]**  
**AND**  
**THE BOSTON POLICE DEPARTMENT,**  
**BOSTON REGIONAL INTELLIGENCE**  
**CENTER [HOST]**

**I. PURPOSE.** This Memorandum of Agreement (MOA) describes the partnership and responsibilities of the Department of Homeland Security (DHS), [Office of Intelligence and Analysis (I&A)] and the Boston Police Department, Boston Regional Intelligence Center [Host] each individually, "Party," and collectively, "Parties," in an effort to:

(1) Provide direct national-level intelligence support to the Host through the assignment of DHS [I&A] personnel to facilitate intelligence and information sharing consistent with all applicable laws, regulations, ordinances, authorities, rules, and policies and procedures of the Parties;

(2) Serve as an interface between the Host and the national Intelligence Community (IC) (as defined in 50 U.S.C. 401a);

(3) Manage, analyze, fuse, tailor and disseminate information in accordance with applicable laws, rules, regulations, ordinances, and authorities, and to facilitate the identification and prevention of threats within the scope of DHS's authority, as defined generally by the Homeland Security Act of 2002, as amended, and Executive Order 12333, as amended;

(4) Provide DHS support and coordination to the principal officials of the Host, federal, state, local, tribal, and private sector homeland security officials, and the Homeland Security Advisor of that state, in accordance with section V of this MOA, 6 U.S.C. § 124h, and in addition to those specific functions assigned elsewhere in law to DHS/[I&A]; and

(5) Improve communication and coordination among federal, state, local, tribal and private sector organizations and assist in developing methods to exchange relevant information in support of homeland security responsibilities of each organization.

**II. AUTHORITY.** This MOA is entered into by DHS pursuant to the Homeland Security Act of 2002, as amended, 6 U.S.C. §§ 121(d), 124h, 481, and 482; the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485; Executive Order 13311, "Homeland Security Information Sharing," July 29, 2003; Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information to Protect Americans," Oct. 25, 2005; and Executive Order 12333, "United States Intelligence Activities," Dec. 4, 1981, as amended.

**III. DEFINITIONS.** For purposes of this MOA, the following terms shall have the following meanings when used herein:

A. "Classified Information" has the meaning given that term in 50 U.S.C. § 426, that is, information or material designated and clearly marked or clearly represented, pursuant to the provisions of a statute or Executive order (or a regulation or order issued pursuant to a statute or Executive order), as requiring a specific degree of protection against unauthorized disclosure for reasons of national security.

B. "Sensitive But Unclassified Information" shall refer generally to unclassified information in the possession of either Party to this MOA to which access controls or distribution limitations have been applied in accordance with applicable laws, policies, or regulations. It may include any locally-defined handling caveat or marking authorized for use by either party. It also includes unclassified information in the possession of the U.S. Government that may be exempt from public disclosure or subject to other controls.

C. "State and Major Urban Area Fusion Center" means a collaborative effort of two or more federal, state, local, or tribal government agencies that combines resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal, terrorist, or other activity related to homeland security.

D. "I&A Field Personnel" means employees of I&A assigned, detailed, or deployed to federal, state, local, tribal, and territorial offices physically located outside of I&A Headquarters. These individuals will not perform duties as an employee or official representative of the Host.

E. "Homeland Security Information" has the meaning given that term in 6 U.S.C. § 482, that is, any information possessed by a federal, state, or local agency that (a) relates to the threat of terrorist activity; (b) relates to the ability to prevent, interdict, or disrupt terrorist activity; (c) would improve the identification or investigation of a suspected terrorist or terrorist organization; or (d) would improve the response to a terrorist act. Such information may be "Classified Information" or "Sensitive but Unclassified Information."

F. "Joint-seal intelligence product" means a finished intelligence product in any format

which is represented as the combined work product of both the Host and DHS. In some instances, such products may feature the seals or letterhead identifying both the Host and DHS as well as other partner agencies.

G. "Information Sharing Environment" means the information sharing environment established pursuant to Section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485.

H. "Homeland Security Data Network" means the classified wide-area network utilized by DHS, DHS Components and other partners, providing effective interconnections to the intelligence community and federal law enforcement resources.

I. "Homeland Security Information Network" means the trusted network for homeland security mission operations to share Sensitive But Unclassified (SBU) information. federal, state, local, territorial, tribal, international and private sector homeland security partners use HSIN to manage operations, analyze data, send alerts and notices, and in general, share the information they need to do their jobs.

J. "Intelligence-led Policing" means the collection and analysis of information to produce an intelligence product designed to inform law enforcement decision making at the tactical and strategic levels.

K. "Terrorism Information" has the meaning given that term in section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485, that is, all information, whether collected, produced, or distributed by intelligence, law enforcement, military, homeland security, or other activities relating to – (a) the existence, organization, capabilities, plans, intentions, vulnerabilities, means of finance or material support, or activities of foreign or international terrorist groups or individuals, or of domestic groups or individuals involved in transnational terrorism; (b) threats posed by such groups or individual to the United States, United States persons, or United States interests, or to those of other nations; (c) communications of or by such groups or individuals; or (d) groups or individuals reasonably believed to be assisting or associated with such groups or individuals; and includes weapons of mass destruction information.

L. "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace the identity of a U.S. Citizen or lawful permanent resident, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

M. "Privacy Incident" means the suspected or actual loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for any other than

authorized purpose, have access or potential access to PII in usable form, whether physical or electronic.

#### **IV. SCOPE.**

A. Nothing in this MOA shall be construed as encroaching upon the sovereign rights, privileges, and immunities of either Party, by the other, in the conduct of inherently municipal, state or federal government operations, except as may be authorized pursuant to the U.S. Constitution. Nothing in this MOA is intended to conflict with current laws, regulations, ordinances, authorities, rules, or the policies and procedures of DHS or the Host. If a term or condition of this MOA is inconsistent with such authorities, the Parties agree to address and resolve the inconsistency in a timely and legally appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be deemed invalid, but the remaining terms and conditions of this MOA shall remain in full-force and effect.

B. This MOA, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

C. The following activities are specifically excluded from this MOA:

(1) Short-term (usually no more than 30 days) operational DHS support, including through temporary assignments of DHS [I&A] personnel, to the Host. If DHS [I&A] does provide any personnel for short-term operational support, temporary assignment as described in Section V Subsection 3 of this MOA, or in any other capacity, said DHS [I&A] personnel shall strictly adhere to this MOA.

(2) Assignments or intergovernmental details, per other formal agreements, which are based on cooperative joint training efforts in which training population drives instructor and support assignments for the training.

(3) Assignment of contractor personnel to the Host to perform contractor services in support of DHS.

#### **V. RESPONSIBILITIES.**

A. **DHS Responsibilities.** DHS [I&A] shall select and assign, on a non-reimbursable basis, one or more DHS [Intelligence] I&A Field Personnel to coordinate with and facilitate DHS support to the Host [in the exchange of relevant intelligence and information] consistent with applicable federal statutes, executive orders, Department regulations and policies. DHS will:

(1) ensure that the assigned DHS Officer is provided secure data and telecommunications systems capabilities in appropriately certified and secured space and facilities provided by the Host;

(2) ensure the assigned DHS Officer is appropriately trained to perform intelligence analysis or information sharing, including training to support intelligence-led policing, privacy and civil liberties training that is developed, supported, or sponsored by the DHS Chief Privacy Officer and the DHS Officer for Civil Rights and Civil Liberties, and such other training as prescribed by the Under Secretary for I&A;

(3) ensure, to the extent practicable, any anticipated or expected absence of a DHS Officer which exceeds 30 consecutive days is physically or virtually covered by the temporary assignment of a DHS Officer in a manner consistent with ensuring continuous support to the Host; and

(4) provide necessary personnel management/human capital support for DHS [Intelligence] I&A Field Personnel, in accordance with Office of Personnel Management (hereinafter "OPM") and DHS regulations and guidelines, including consideration for promotions, awards, and other administrative actions.

**B. Host Responsibilities.** The Host shall, consistent with all applicable laws, regulations, ordinances, authorities, rules, and policies and procedures of the Parties:

(1) provide office space, parking, unclassified data and telecommunications systems, and any administrative office supplies necessary to perform the tasks under this MOA;

(2) provide access to all necessary Host facilities, equipment, and technical information that are required to perform the duties outlined in this MOA;

(3) provide access to Host databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of information, including enforcement information, that may assist DHS or other entities with homeland security responsibilities;

(4) as appropriate, disseminate DHS and joint-seal intelligence products to local consumers consistent with dissemination guidance provided by DHS or in coordination with and following the concurrence of the DHS Officer assigned to the Host;

(5) annually participate and provide data for DHS-led capability and performance assessments, consistent with the Federal Resource Allocation Criteria (RAC) Policy, and ensure compliance with all annual homeland security grant program (HSGP) requirements for fusion centers and similar [intelligence] entities; and

(6) promptly notify DHS following a privacy incident involving information

originating with DHS.

**C. DHS Officer Responsibilities.** Consistent with their functional duties and responsibilities as designated by DHS, DHS [Intelligence], and consistent with all applicable laws, regulations, ordinances, authorities, rules, and policies and procedures of the Parties, I&A Field Personnel will:

(1) provide information sharing; collection and reporting; and analysis expertise, advice, training, support and assistance to the Host;

(2) coordinate with the Host to identify information needs and transform them into information requirements and product requests;

(3) track information requests and the delivery of responsive information and intelligence products to and from the intelligence community and provide feedback from the Host to the producers;

(4) create intelligence and other information products derived from Host and DHS information and other homeland security-relevant information;

(5) consistent with applicable authority, access relevant databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of law enforcement information that may assist DHS or other entities protecting the United States;

(6) consistent with DHS authorities and DHS and Intelligence Community requirements, support efforts of the Host to report information that may assist DHS fulfill its mission, as well as support other entities protecting the United States;

(7) support efforts of the Host to participate in the information sharing environment;

(8) coordinate with other relevant federal entities engaged in homeland security-related activities;

(9) refrain from exercising any supervisory or disciplinary authority over personnel of the Host's facility or participating offices; and

(10) ensure that products intended to be issued and/or disseminated by the Host as joint- seal intelligence products have been reviewed and cleared by DHS according to established DHS procedures for disseminating finished intelligence products.

## **VI. INFORMATION SHARING AND HANDLING**

**A. Key Principles.** The following key principles and standards apply to the sharing of information between the Parties in any form including verbal, paper, electronic, audio and visual. The access of this information shall at all times be consistent with current applicable

laws, regulations, ordinances, authorities, rules, and policies and procedures of the Parties:

(1) sharing must always be in furtherance of the official duties undertaken by the Parties;

(2) the originator of the information to be shared is considered to be the owner of that information and is accountable for deciding how information will be shared in a manner that will ensure the timely and efficient access by the Parties to all information necessary to discharge their official duties;

(3) the Parties to this Agreement will not share information which they are not the owner of with any third party outside of this Agreement without first getting permission from the owner to do so, unless it is already understood between the Parties that the information is being shared for the purpose of dissemination, or to the extent authorized or required by law and as consistent with applicable policy;

(4) the Parties will ensure that information will be appropriately marked to indicate the presence of handling, safeguarding, or dissemination controls and is provided with the expectation that these controls will be preserved;

(5) the sharing of personally identifiable information (PII) must be limited to that which is reasonably necessary for the intended recipient to understand, assess, or act on the information provided;

(6) privacy policies and relevant privacy compliance documents, such as Privacy Act notices (including systems of records notices and "(e)(3)" or similar notices) will be issued, reviewed, and revised as appropriate to ensure that they properly describe the treatment of PII;

(7) information sharing must comply with all applicable laws, regulations, ordinances, authorities, rules, and policies and procedures of the Parties, to include Chapter 11-1.9 of the City of Boston Municipal Code ("Boston Trust Act"), and will incorporate protection mechanisms for handling of proprietary information;

(8) the use of data by an employee of either Party in an unauthorized or illegal manner will result in a review of the factual circumstances by both Parties and potentially subject the employee to appropriate remedial actions;

(9) to maintain data accuracy, where necessary, the Parties will be informed of any changes to the data they have received and also notify the source of any error they discover;

(10) the Parties will ensure that all staff are educated to manage sensitive information appropriately consistent with these principles and organizational policy on the

collection and uses of information during the performance of official duties;

(11) the Parties will ensure that any third parties providing a service to them agree and abide by these principles by inclusion in contracts/agreements;

(12) dissemination of information from one Party to another shall not be considered a release of information to the public, nor shall it constitute a waiver of any exemption to the release of information under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, or Chapter 66 of the Massachusetts General Laws, or 950 CMR 32.00;

(13) any Party in receipt of a request for information (whether pursuant to a FOIA, Public Records Request under Chapter 66 of the Massachusetts General Laws, subpoena, or a court order in the course of criminal or civil litigation) whose scope includes information shared by the other Party or documents developed jointly by the Parties, shall:

- (a) consult with that Party prior to any disclosure, with the aim of developing a consensus view regarding an appropriate response, or
- (b) refer the request to the originating Party for a direct response to the requestor;

(14) information will be classified, marked, and accessed, as appropriate, pursuant to Executive Order 12958, as amended, and Executive Order 12968; and

(15) joint-seal intelligence products will be issued and/or disseminated in accordance with both Parties' policies and clearance procedures.

B. Notwithstanding the paragraphs above, the Parties may use, disclose, reproduce, or retain, in accordance with current applicable laws, regulations, ordinances, authorities, rules, and policies and procedures, data or information (except data or information properly classified in accordance with Executive Order 12958) that is or was:

(1) already accessible by the public at the time or which thereafter becomes accessible by the public without fault or breach of this MOA by the Party;

(2) already made known to or lawfully acquired from a third party, without restrictions, by the Party;

C. Notwithstanding the paragraphs above, pursuant to 6 U.S.C. § 482, Homeland Security Information obtained by a state or local government from a federal agency shall remain under the control of the federal agency, and a state or local law authorizing or requiring such a government to disclose information shall not apply to such information. The state or local agency shall: (a) withhold such information from any response; (b) release such information only with the expressed approval of the federal agency; or (c) refer the request to the originating federal agency for a direct response to the requester.

## **VII. SECURITY REQUIREMENTS.**

A. The DHS I&A Field Personnel, in order to meet his or her mission objectives, shall have appropriate access to all relevant federal databases and information systems, consistent with any applicable policies, guidelines, procedures, instructions, or standards established by the President of the United States or, the program manager of the information sharing environment for the implementation and management of that environment, or as otherwise limited by federal law. This shall require that at a minimum, the DHS I&A Field Personnel must have an active security clearance at the level of Top Secret, and be read-on to Sensitive Compartmented Information (SCI) accesses as required.

B. Host will provide the DHS Officer with any local clearance or access necessary to accomplish duties consistent with DHS's mission responsibilities.

C. Host will protect the personal information of the DHS Officer from public disclosure and will refer all inquiries regarding the presence of the DHS Officer to the DHS Public Affairs Office.

For purposes of access to Host information, the DHS Officer shall be considered a federal law enforcement, intelligence, protective, national defense, or national security official, and shall be considered by Host as authorized to receive information from law enforcement agencies.

## **VIII. DISCIPLINE AND REMOVAL.**

A. Federal employees are subject to the Ethics in Government Act of 1978, 5 C.F.R. part 735, which regulates employee responsibilities and conduct; the Federal Trade Secrets Act, 18 USC, Section 1905; as well as DHS-specific standards of conduct regulations;

B. The Host may not take disciplinary or other administrative action against a DHS Officer who commits a violation under similar Host procedures and regulations governing the conduct of Host employees. DHS however, will take such administrative or disciplinary action against the DHS Officer as may be appropriate under the specific circumstance; and

C. Host will coordinate with the DHS Officer's chain of command regarding any issues requiring management oversight or discipline. DHS [I&A] will address those issues and make every effort to resolve them to the satisfaction of the Parties.

## **IX. DISPUTES.**

A. Disputes arising under or relating to this MOA shall be resolved only through consultations between the Parties. The dispute shall not be referred to any outside Party or to any other forum for settlement without the consent of both Parties.

B. The Host will not pursue any claims against the U.S. Government or its employees,

including, but not limited to claims for money, reimbursement of expenses, benefits or salaries paid to any of the Host's employees for its compliance with the responsibilities described within the terms of this MOA. This provision not to pursue any claims applies to past, present, and future compliance with the responsibilities described within the terms of this MOA and is retroactive to and includes claims for compliance with the responsibilities previously provided by the Host to DHS that are consistent with the responsibilities described within the terms of this MOA . This MOA does not waive remedies otherwise available to the Host under the Federal Tort Claims Act or other federal legislation expressly authorizing a private right of action for damages against the U.S. Government.

**X. OTHER PROVISIONS.**

A. Nothing in this MOA is intended to conflict with current laws, regulations, ordinances, authorities, rules, and policies and procedures of either Party. If any term or condition of this MOA is inconsistent with such authority, then that term or condition shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

B. Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this MOA may be conducted at any time. The Inspector General of the Department of Homeland Security, or any of his or her duly authorized representatives, shall have access to materials of the Parties, consistent with applicable authorities of the Parties, in order to perform audits, inspections, investigations, or other examinations of the DHS I&A Field Personnel, as authorized by law.

C. Any travel or training will be processed through travel orders with applicable reimbursement paid by the Party that requested and authorized the travel or training. All DHS Officer travel and training will be conducted in accordance with applicable DHS Management Directives and regulations, and the Federal Travel Regulations.

D. Nothing in this MOA shall, or is intended to confer any substantive or procedural right, and this MOA shall not be construed to create a private right of action for enforcement of any of its provisions or a defense to noncompliance with any independently applicable legal obligation.

**XI. ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION.**

A. All obligations of the Parties under this MOA shall be subject to the availability of properly authorized and appropriated funds for such purposes.

B. This MOA shall become effective upon signature by both Parties and shall remain in effect throughout the partnership of the Parties.

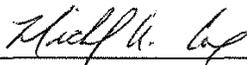
C. This MOA may be amended by the written agreement of both Parties.

D. This MOA shall supersede any and all prior arrangements regarding DHS I&A Field Personnel entered into by the Parties or their respective organizations, units, or agencies.

E. This MOA may be terminated at will by any party upon ninety (90) days after written notification to the other Party.

F. This MOA may be signed in counterparts, each of which shall be considered to be an original.

For the Parties:

  
\_\_\_\_\_  
Michael A. Cox  
Police Commissioner  
Boston Police Department

Date: 2/7/2023

  
\_\_\_\_\_  
Kevin M. Saupp  
Acting Deputy Under Secretary  
for Intelligence Partnerships

Date: 5/3/2023

Updated 2026



## **MASSACHUSETTS' FUSION CENTERS STATEWIDE CONCEPT OF OPERATIONS**



## MA Fusion Centers Statewide Concept of Operations

### Policy

The Commonwealth Fusion Center (CFC) will collaborate and share information with the Boston Regional Intelligence Center (BRIC) to the greatest extent possible.

The senior leadership of the CFC and the BRIC will meet regularly and maintain open lines of communication regarding ongoing and emerging issues.

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### Purpose

The purpose of this document is to define the relationship between the two fusion centers located in Massachusetts.

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### Massachusetts Fusion Centers

Commonwealth Fusion Center (CFC): The Commonwealth Fusion Center (CFC) was established by the Massachusetts State Police in October 2004. The CFC was designated as the state's primary fusion center by Governor Mitt Romney on January 3, 2007. The CFC is located at Massachusetts State Police General Headquarters and falls under the organizational control of the Massachusetts State Police Division of Homeland Security and Preparedness.

Boston Regional Intelligence Center (BRIC): The Boston Regional Intelligence Center (BRIC) was established by the Boston Police Department in 2005 and has been designated as a recognized fusion center. Recognized fusion centers are designated by the Governor of a state but are not designated as the primary state fusion center. Recognized fusion centers typically serve a major urban area or region. The BRIC is located at Boston Police Headquarters and falls under the operational control of the Boston Police Department's Bureau of Intelligence & Analysis. The BRIC's area of responsibility is the Metro Boston Homeland Security Region that includes the municipalities of Boston, Chelsea, Revere, Winthrop, Cambridge, Everett, Somerville, Brookline, and Quincy.



## MA Fusion Centers Statewide Concept of Operations

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### Notification Procedure for Time-Sensitive Threat Information

The CFC will immediately notify the BRIC of any time-sensitive threat or criminal information that has direct implications to the BRIC’s area of responsibility. During times when the BRIC is staffed, notification will be made by calling the BRIC at 617-343-4328. During times when the BRIC is not staffed, the following procedures shall govern notification:

- The CFC will email all details of the threat or criminal information to the BRIC at [bric@pd.boston.gov](mailto:bric@pd.boston.gov).
- If the time-sensitive threat or criminal information affects Boston, the CFC shall immediately call Boston Police Operations at 617-343-5446.
- If the time-sensitive threat or criminal information affects a municipality in the Metro Boston Homeland Security Region other than Boston, the CFC shall immediately call the local police department directly.

The BRIC will immediately notify the CFC of any time-sensitive threat or criminal information that has direct implications to the CFC’s area of responsibility. The BRIC will notify the CFC of time-sensitive threat or criminal information 24/7/365 by calling the Commonwealth Watch Center at 508-820-2233.

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### Disseminations

The CFC and BRIC will create informational, situational awareness, and other products or bulletins as necessary to support ongoing law enforcement and public safety efforts. The CFC and the BRIC will endeavor to reduce circular reporting and strive towards ensuring that fusion center partners receive information from only one source. The CFC and BRIC will endeavor to “dual seal” disseminations of information whenever possible to avoid duplication of effort and to ensure consistency of messaging.

The CFC and the BRIC are the principal entities for reporting on information, intelligence, and trends within their respective areas of responsibility. The BRIC’s area of responsibility is the Metro Boston Homeland Security Region, while the CFC’s primary area of responsibility is every municipality in Massachusetts that is outside of the Metro Boston Homeland Security Region. The CFC and the BRIC should maintain accurate and updated distribution lists so that information can be disseminated efficiently and expeditiously.

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### Event Specific Roles

During an event with potential domestic security implications to Massachusetts, the CFC will work in conjunction with the BRIC when the



**MA Fusion Centers Statewide Concept of Operations**

Metro Boston Homeland Security Region is affected to monitor information streams from classified, sensitive, and open sources.

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**JOINT TERRORISM TASK FORCE**

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

THE CITY OF BOSTON POLICE DEPARTMENT

---

(the "Participating Agency")

**PREAMBLE**

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead agency domestically for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

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This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

**I. PURPOSE**

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agency; in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

**II. MISSION**

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

**III. AUTHORITY**

Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, Presidential Decision Directives (PDD) 39, PDD 62, and pending approval of National Security Presidential Decision Directive (NSPD) 46 and Homeland Security Presidential Directive (HSPD) 15, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

*[Participating agencies may include applicable authority for entering into this MOU.]*

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**IV. CONTROLLING DOCUMENTS**

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General's Guidelines and directives, to include the following; as amended or supplemented:
1. Attorney General's Guidelines on General Crimes, Racketeering Enterprise and Terrorism Enterprise Investigations;
  2. Attorney General's Guidelines for FBI National Security Investigations and Foreign Intelligence Collection;
  3. Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations;
  4. Attorney General's Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
  5. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
  6. Attorney General's Guidelines Regarding the Use of Confidential Informants;
  7. Attorney General's Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
  8. Attorney General's Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
  9. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special

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investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

**V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE**

**A. MEMBERS**

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

**B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION**

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI's local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division's JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency's headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other

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personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the Participating Agency may provide for overtime reimbursement by the FBI by separate written agreement.

5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF. may be subject to interview by the FBI.

**C. PHYSICAL LOCATION AND SUPPORT:**

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

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**VI. SECURITY PROGRAM**

**A. CLEARANCES**

1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary "need-to-know." Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI's Security Division. Pursuant to federal law, JTTF members are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer's security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. Each Participating Agency fully understands that its personnel detailed to the JTTF are not permitted to discuss official JTTF business with supervisors who are not members of the JTTF unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the FBI JTTF Supervisor. Participating Agency heads will be briefed regarding JTTF matters by the SAC or ADIC, as appropriate, through established JTTF Executive Board meetings.

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5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counter-intelligence focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.
6. All JTTF members must agree to submit to counter-intelligence focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

**B. RESTRICTIONS ON ELECTRONIC EQUIPMENT**

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDS, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

**VII. DEPUTATION**

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

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Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not : (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

**VIII. STAFFING COMMITMENT**

- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details, or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

**IX. RECORDS, REPORTS AND INFORMATION SHARING**

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the

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Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.

- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI . This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

**X. COORDINATION**

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTFs.
- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

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**XI. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

**XII. TRAVEL**

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTFs. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTFs to conduct investigations outside of the JTTF's assigned territory.

**XIII. VEHICLES AND EQUIPMENT**

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.
- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall be the responsibility of the Participating Agency. The Participating Agency will indemnify and hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating

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Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.

- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member's assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

**XIV. FORFEITURE**

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

**XV. HUMAN SOURCES**

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General's and the FBI's guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.
- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

**XVI. MEDICAL**

- A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

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B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. § 3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

**XVII. TRAINING**

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

**XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

Members of the JTTF will follow their own agency's policy concerning use of deadly force.

**XIX. DEPARTMENT OF DEFENSE COMPONENTS**

The Posse Comitatus Act, 18 U.S.C. § 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or

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subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

**XX. MEDIA**

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

**XXI. LIABILITY**

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

**A. COMMON LAW TORT CLAIMS**

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted

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within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.

4. If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S.C. § 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

**B. CONSTITUTIONAL CLAIMS**

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, “insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.” Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
4. An employee may be provided representation “when the actions for which representation is requested reasonably appears to have been performed within the scope of the employee’s employment, and the Attorney General, or his or

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her designee, determines that providing representation would otherwise be in the interest of the United States.” 28 C.F.R. § 50.15(a).

5. A JTTF member’s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI’s Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI’s OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).
7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

**C. EXPRESS RESERVATIONS**

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

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**XXII. DURATION**

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
  
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

**XXIII. AMENDMENTS**

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

**XXIV. PROPERTY STATEMENT AND RESTRICTION ON DISSEMINATION OR RELEASE**

This document is the property of the Federal Bureau of Investigation and may not be further disseminated without the approval of the Special Agent in Charge, Boston Division.

This document is intended to be exempt from the Massachusetts Public Records Law, M.G.L. c. 66 § 10. It is not a public record, being only on loan to the Participating Agency.

Moreover, if it were a public record, this document would be exempted from disclosure by M.G.L. c. 4 § 7(26)(a) because it is exempt from disclosure by statute, namely applicable exemptions under the Freedom of Information Act, 5 U.S.C. § 552.

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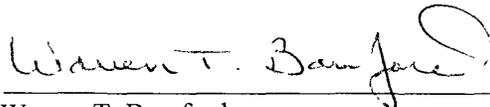
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Moreover, if it were a public record, this document would be exempted from disclosure by M.G.L. c. 4 § 7(26)(f) because it should be considered investigatory material compiled out of the public view because it outlines the anti-terrorism investigatory efforts of Massachusetts and federal law enforcement, the disclosure of which may prejudice effective law enforcement.

Moreover, if it were a public record, this document would be exempted from disclosure by M.G.L. c. 4 § 7(26)(n) because it is a description of policies and procedures relating to security measures and emergency preparedness the disclosure of which is likely to jeopardize public safety.

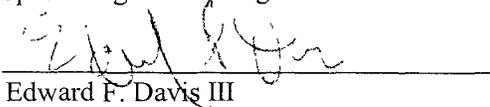
Should your agency receive a request for this document, please contact the Special Agent in Charge of the Boston Division of the FBI.

SIGNATORIES:



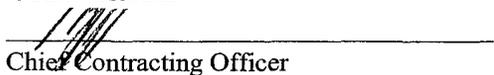
Warren T. Bamford  
Special Agent in Charge

Date: 2/7/2007



Edward F. Davis III  
Commissioner

Date: 2-29-07



Chief Contracting Officer  
Federal Bureau of Investigation  
Washington, D.C.

Date: 1/11/07

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**MEMORANDUM OF UNDERSTANDING**

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
HOMELAND SECURITY INVESTIGATIONS**

and

**B Boston Police Department  
regarding  
THE DESIGNATION OF Boston Police Department EMPLOYEES  
AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Boston Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(j); 19 U.S.C. § 1680a. This MOU is also authorized under the provisions of Massachusetts Statutes and Regulations.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Boston Police Department.

Pursuant to section 401(j), Tariff Act of 1930, as amended (19 U.S.C. § 1401(j)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1680a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Boston Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

**4. RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Boston Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) -- Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) -- Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

Boston Police Department: agrees:

- a. That only sworn law enforcement officers of Boston Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
  - b. To schedule periodic meetings to review this MOU, as required.
6. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and Boston Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: Boston, MA  
Name: Joseph A. Sullivan  
Title: Program Manager  
Address: 10 Causeway Street, Suite 722  
Boston, Massachusetts 02222  
Telephone Number: +1 (617) 565-7400  
Fax Number: +1 (617) 565-7422  
E-mail Address: Joseph.Sullivan@dhs.gov

Name: Boston Police Dept.  
Name: [Redacted]  
Title: Sergeant Detective  
Address: 1 Schroeder Plaza  
Boston, MA 02120  
Telephone Number: 617-343-1160  
Fax Number:  
E-mail Address: [Redacted] epd.boston.gov

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1610.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY: [Signature]  
Name of HSI Official: Bruce M. Boucane

[Signature]  
Name of BRD Party's Official: William B. Evans

Title of HSI Official: Special Agent in Charge, Boston  
Homeland Security Investigations  
U.S. Immigration and Customs Enforcement

Title of BRD Party's Official: Police Commissioner  
Name of BRD Party's Agency: BPD

Date: 10/3/14

Date: 10/3/14



U.S. Department of Justice

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

Washington, DC 20226  
www.atf.gov

## MEMORANDUM OF AGREEMENT

Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
Boston Police Department  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE

\*\*\*\*\*

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the Boston Police Department, headquartered in Boston, MA for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Boston Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

### I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective on October 1, 2022, with the signatures of all Parties and terminates at the close of business on September 30, 2027, subject to Section VII of the MOA.

### II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that are incurred in a joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

**III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the Boston Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

**IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

**V. CONDITIONS AND PROCEDURES**

- A. The Boston Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Boston Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Boston Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Boston Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.
- C. The Boston Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: GS Ross Marchetti, 10 Causeway Street, Suite 701, Boston, MA  
02222

- D. The Boston Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Boston Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Boston Police Department will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
  - (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
  - (2) No waivers or extensions will be granted or honored. The Boston Police Department will submit the request for reimbursement via mail, email, or fax to the following address:

ATF, ATTN: GS Ross Marchetti, 10 Causeway Street, Suite 701, Boston,  
MA 02222, Rossin.Marchetti@atf.gov
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Boston Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.
- H. The Boston Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.

- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding for fiscal years 2023, 2024, 2025, 2026 and 2027 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

## VI. **PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Boston Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal Government agreement between ATF and the Boston Police Department and is not intended to confer any right or benefit to any private person or party.

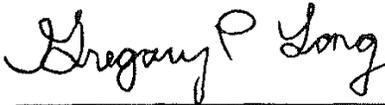
**IX. LIMITATIONS**

- A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.
- B. A determination that any term of this MOA is invalid for any reason shall not affect The validity of the remaining terms.
- C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).
- E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

- F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- G. The terms and provisions in this Agreement shall be construed under the Applicable federal statutes and regulations.

**X. SIGNATURES AND ACKNOWLEDGEMENT**

- A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this MOA on behalf of ATF and Boston Police Department respectively.
- B. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.



\_\_\_\_\_  
Gregory P. Long  
Superintendent in Chief  
Boston Police Department

Date: 7/18/22

\_\_\_\_\_  
James Ferguson  
Special Agent in Charge  
Boston Field Division  
ATF

Date: \_\_\_\_\_

IHOR  
KOLCIO

Digitally signed by IHOR  
KOLCIO  
Date: 2022.08.22  
14:28:43 -04'00'

\_\_\_\_\_  
Eric Lippold  
Deputy Chief Financial Officer  
Office of Management  
ATF

Date: \_\_\_\_\_

### **PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Boston Police Department ORI#MA0130100 (hereinafter "BPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Massachusetts area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Massachusetts, the parties hereto agree to the following:

- 1 The Task Force 1 will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Massachusetts area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Massachusetts.
- 2 To accomplish the objectives of the Task Force 1 Task Force, the BPD agrees to detail one ( 1 ) experienced officer to the Task Force 1 for a period of not less than two years. During this period of assignment, the BPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force 1.
- 3 The BPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The BPD officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Task Force 1, DEA will assign five (5) Special Agents to the Task Force. The BPD agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and BPD officers assigned to the Task Force 1. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- 6 During the period of assignment to the Task Force 1, the BPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse BPD for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The BPD will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the BPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The BPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The BPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The BPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The BPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The BPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The BPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the BPD by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the BPD shall clearly state: (1) the percentage of the total cost of the program or

project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

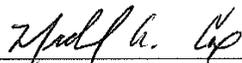
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by BPD during the term of this agreement on a fiscal year basis, subject to the availability of funds.

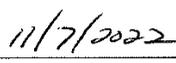
For the Drug Enforcement Administration:

\_\_\_\_\_  
Brian D. Boyle  
Special Agent in Charge

\_\_\_\_\_  
Date

For Boston Police Department

  
\_\_\_\_\_  
Michael Cox  
Police Commissioner

  
\_\_\_\_\_  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check  if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Boston Police Department  
One Schroeder Plaza  
Boston MA 02120

2. Application Number and/or Project Name

DEA NEFD-Task Force 1

3. Grantee IRS/Vendor Number



4. Typed Name and Title of Authorized Representative

Michael Cox , Police Commissioner

5. Signature

*Michael G. Cox*

6. Date

11/7/2022

## **PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Boston Police Department ORI# MA0130100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Massachusetts area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Massachusetts, the parties hereto agree to the following:

- 1 The TF-5 Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Massachusetts area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Massachusetts.
- 2 To accomplish the objectives of the TF-5 Task Force, the parent agency agrees to detail one (1) experienced officers to the TF-5 Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the TF-5 Task Force, DEA will assign Five (5) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- 6 During the period of assignment to the TF-5 Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal

money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

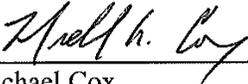
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Brian D. Boyle  
Special Agent in Charge

Date: \_\_\_\_\_

For the Boston Police Department

  
\_\_\_\_\_  
Michael Cox  
Police Commissioner

Date: 11/2/2022



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - 111, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

DEA - Task Force 5  
15 New Sudbury Street, E-400  
Boston, MA 02203

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Boston Police Department  
One Schroeder Plaza  
Boston, MA 02120

2. Application Number and/or Project Name

DEA--NEFD - Task Force 5

3. Grantee IRS/Vendor Number

[REDACTED]

4. Typed Name and Title of Authorized Representative

Michael Cox, Police Commissioner

5. Signature

*Michael Cox*

6. Date

11/7/2022

## PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Boston, MA Police Department ORI#MA130100 (hereinafter "BPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

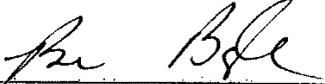
WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the New England area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New England area, the parties hereto agree to the following:

- 1 The Financial Investigations Team (hereinafter "FIT") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the New England area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of FIT, the parent agency agrees to detail one (1) experienced officer to FIT for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officer assigned to FIT shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officer assigned to FIT shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of FIT DEA will assign five (5) Special Agents to FIT. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the FIT. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6 During the period of assignment to FIT, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to FIT,

program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

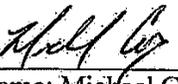
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

  
Name  
Special Agent in Charge  
Title

11/21/2022  
Date

For the Boston, MA Police Department

  
Name: Michael Cox  
Commissioner  
Title: Commissioner

10/18/2022  
Date

## PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Boston, MA Police Department ORI#MA130100 (hereinafter "BPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the New England area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New England area, the parties hereto agree to the following:

- 1 The Financial Investigations Team (hereinafter "FIT") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the New England area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of FIT, the parent agency agrees to detail one (1) experienced officer to FIT for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officer assigned to FIT shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officer assigned to FIT shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of FIT DEA will assign five (5) Special Agents to FIT. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the FIT. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6 During the period of assignment to FIT, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to FIT,

and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the

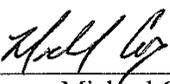
program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

_____	_____
Name	Date
_____	
Title	

For the Boston, MA Police Department

	
_____	_____
Name: Michael Cox	Date
_____	
Title: Commissioner	



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

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A. The applicant certifies that it and its principals:

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(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:  
Boston, MA Police Department  
1 Schroeder Plaza  
Boston, MA 02120

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

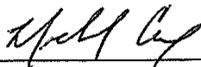
DEA New England Field Division

4. Typed Name and Title of Authorized Representative

Commissioner Michael Cox

5. Signature

6. Date



10/18/2022

**TO THE  
REGIONAL COMPUTER FORENSIC LABORATORY  
COOPERATION AGREEMENT/MEMORANDUM OF UNDERSTANDING**

**NEW ENGLAND RCFL (NERCFL)**

**Purpose**

The Boston Police Department, Boston, Massachusetts desires to become a Participating Agency in the New England Regional Computer Forensic Laboratory (hereinafter "NERCFL"). To that end, this addendum seeks to add Boston Police Department as a signatory to the Cooperation Agreement/Memorandum of Understanding (hereinafter "MOU") currently in effect and governing the NERCFL, a copy of which is attached to this addendum.

**Effect**

Once executed by the Commissioner of the Boston Police Department and approved by a three-fourths (3/4) vote of the current Local Executive Board (LEB), as noticed by the signature of LEB Chairperson, this addendum shall afford Boston Police Department with all the benefits afforded to a NERCFL Participating Agency by the MOU. Further, upon execution of this addendum, Boston Police Department consents and agrees to all terms and conditions of the current MOU in effect at the NERCFL. Boston Police Department will assign one full-time forensic examiner to the NERCFL within 60 days of executing this addendum. The assignment period will be for a minimum of 2 years, after their detailee successfully completes training and receives certification as a computer forensic examiner. Boston Police Department will remain a participating agency until such time as they provide written notice of termination, as required by the MOU.

**Requirements**

Per requirements of NERCFL MOU Part IV, Section B, sub-section 6 "Addition of Subsequent Participating Agencies/Executive Board Vote and Amendment Required/Notice of Staffing Changes of Participating Agencies" the following information is set-forth:

On 12/15/2017 written consent from Assistant Director, Operational Technology Division, Federal Bureau of Investigation was received approving the addition of Boston Police Department as a NERCFL participating agency.

On 12/15/2017 the RCFL National Program Office (NPO) was notified of the intent of the NERCFL LEB to vote on the acceptance of the Boston Police Department as a participating agency.

On 01/11/2018 the NERCFL LEB voted and accepted the Boston Police Department as a NERCFL participating agency.

  5   In Favor      0   Against      0   Abstain

ADDENDUM #1

TO THE  
REGIONAL COMPUTER FORENSIC LABORATORY  
COOPERATION AGREEMENT/MEMORANDUM OF UNDERSTANDING  
NEW ENGLAND RCFL (NERCFL)

Amendment

The NERCFL MOU is hereby amended as follows:

II. Parties – Participating Agencies

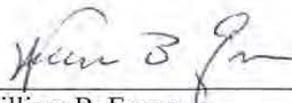
Section B, is amended to include as a State Executive Agency:

- 4. Boston Police Department, Boston, Massachusetts

Appendix A – Agency Commitment of Resources

is amended to include:

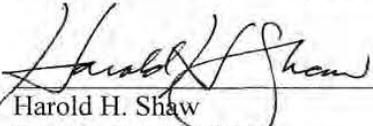
Boston Police Department shall provide, at a minimum, the following personnel resources: One (1) Full-Time Computer Forensic Examiner (sworn or non-sworn at agency discretion)

  
 \_\_\_\_\_  
 William B. Evans  
 Commissioner  
 Boston Police Department

1/2/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 David R. Farrell  
 Assistant Special Agent in Charge  
 Local Executive Board Chair  
 Boston Field Office  
 Federal Bureau of Investigation

1/11/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Harold H. Shaw  
 Special Agent in Charge  
 Boston Field Office  
 Federal Bureau of Investigation

1/11/18  
 \_\_\_\_\_  
 Date

**ADDENDUM #1**

**TO THE  
REGIONAL COMPUTER FORENSIC LABORATORY  
COOPERATION AGREEMENT/MEMORANDUM OF UNDERSTANDING  
NEW ENGLAND RCFL (NERCFL)**

\_\_\_\_\_  
Brian K. Brooks  
Assistant Director  
Operational Technology Division  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Driscoll  
Contracting Officer  
Operational Technology Division  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BOSTON POLICE DEPARTMENT  
AND  
THE UNITED STATES SECRET SERVICE**

The Boston Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Boston Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

**I. AUTHORITY**

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

**II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Boston Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

**III. CONDITIONS AND PROCEDURES**

**The parties agree to the following conditions:**

- (a) The Boston Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Boston Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon

overtime worked and other expenses performed on behalf of the Secret Service CFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CFTF, the Boston Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The Boston Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Boston Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Boston Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Boston Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs.

Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

**IV. REVISIONS**

The terms of this MOU may be amended upon the written approval of both the Boston Police Department and the Secret Service. Such amendment is effective upon the date of approval.

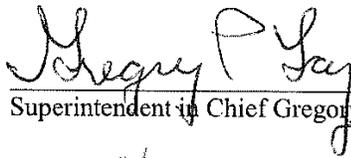
U.S. Secret Service  
Boston Field Office

Boston Police Department

**fregan**

Digitally signed by fregan  
Date: 2021.03.18 15:06:50  
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SAIC Frederick J. Regan



Superintendent in Chief Gregory P. Long

Date: \_\_\_\_\_

Date: 4/6/21

U.S. Secret Service  
Criminal Investigative Division

*Matthew K. O'Neill*  
For: SAIC David Smith  
SAIC David M. Smith

Date: April 7, 2021

**MEMORANDUM OF UNDERSTANDING  
ON  
REIMBURSEMENT OF CERTAIN OVERTIME COSTS AND OTHER  
EXPENSES BETWEEN  
THE BOSTON POLICE DEPARTMENT  
AND  
THE UNITED STATES SECRET SERVICE**

The Boston Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Boston Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

**I. AUTHORITY**

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is also established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment, and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I) (hereinafter "overtime costs and other expenses").

**II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Boston Police Department and the Secret Service for reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

**III. DEFINITIONS**

- (i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.
- (ii) Digital Evidence Forensic Labs (DEFLs) are access controlled spaces within Secret Service field offices, where Secret Service Digital Forensics (DF) and partner

- b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- c) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- d) During the period of assignment to the Secret Service CFTF, the Boston Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- e) The Boston Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Boston Police Department could change at any time.
- g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand (\$15,000.00) dollars during the fiscal year.
- h) This document does not obligate funds. Funding authority will be provided through other documents.
- i) The Boston Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Boston Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

**V. REVISIONS**

The terms of this MOU may be amended upon the written approval of both the Boston Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service  
Boston Field Office

Boston Police Department

  
\_\_\_\_\_  
SAIC Andrew Murphy

*Lisa O'Brien*  
\_\_\_\_\_  
Chief/Commissioner or Designee

Date: 01/22/2025

Date: 1/29/25

U.S. Secret Service  
Criminal Investigative Division

\_\_\_\_\_  
SAIC William Mancino

Date: \_\_\_\_\_

United States Marshals Service  
Fugitive Task Force  
Memorandum of Understanding

Rev. 01/2021

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the  
Boston Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, tribal, territorial, and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the USMS RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which

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category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per DOJ Policy dated October, 29, 2020, Body Worn Cameras (BWC) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all DOJ and USMS policies, procedures, documentation, and reporting during their participation. Moreover, pursuant to the DOJ BWC Policy, the USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force, and provide all partner agencies with a copy of the DOJ BWC Policy. That information will be provided separately. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions.

**RECORDS AND REPORTS:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are not evidence and may not be released. A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS Office of General Counsel (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, these documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of

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the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel. No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: District of Massachusetts

**UNITED STATES MARSHAL or RFTF COMMANDER:**

Print Name: John Gibbons

Signature: JOHN GIBBONS

Digitally signed by JOHN GIBBONS  
Date: 2021.02.01 10:14:52 -0500

Date: 2/1/2021

**PARTICIPANT AGENCY:**

Name: Boston Police Department

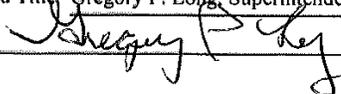
Phone: \_\_\_\_\_

Location (City and State): Boston, MA

**PARTICIPANT AGENCY REPRESENTATIVE(S):**

Print Name and Title: Gregory P. Long, Superintendent-In-Chief

Signature: \_\_\_\_\_



Date: 2/8/2021

**INVESTIGATIVE OPERATIONS DIVISION:**

Print Name: Rich Kelly

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

0070

MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding between the United States Postal Inspection Service (USPIS), the Boston Police Department (BPD) with respect to a joint cooperative law enforcement effort, hereinafter referred to as the Regional Interdiction Investigations Drug Enforcement (RIIDE) Task Force.

This document is not intended as a formal contract, but rather as an expression of understanding to facilitate cooperation. This document is an internal government agreement and is not intended to confer any rights or benefits to any private person or party. The goals of the task force will be to protect the public by investigating and prosecuting criminal offenses related to the trafficking of controlled substances/other dangerous drugs and violations of money laundering statutes.

I. Purpose

The purpose of this Agreement is to develop a cooperative effort with Federal, State and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving the trafficking of controlled substances and money laundering violations, as well as to establish the terms and conditions under which participating Agencies may coordinate investigative efforts with and/or provide assistance to the USPIS in developing investigations and cases for criminal prosecution.

II. Mission

To investigate, arrest and prosecute individuals participating in illegal drug activity associated to the U.S. Mail in the jurisdictional areas in order to protect the general public from illegal drug activity and create a safer and more secure environment for businesses and the general public in the Commonwealth of Massachusetts.

III. Objective

- A. To facilitate and maintain communications with participating agencies to maximize the effective use of the Task Force intelligence and resources.
- B. To share intelligence and other resources.
- C. To conduct coordinated responses to mailings containing controlled substances and/or proceeds from the sales of controlled substances.
- D. To identify illegal drug traffickers utilizing the mail and to cause their successful prosecution.
- E. To substantially reduce the illegal drug mailings committed in the Commonwealth of Massachusetts.

IV. Authorities

USPIS participation in this MOU is authorized under 18 U.S.C. § 3061, 39 U.S.C. § 401, 404 and 411.

V. Participants

The following Federal and local law enforcement agencies are participants in this initiative:

- A. United States Postal Inspection Service
- B. Massachusetts State Police
- C. Boston Police Department

Any State or local employees assigned to the RIIDE Task Force in accordance with this Agreement are not considered Federal employees, are not employed by the United States Postal Service (USPS) or the USPIS. They do not take on the status or benefits of Federal employment, USPS employment, or USPIS employment by virtue of this assignment.

VI. Personnel Commitment

Each participating agency intends to provide experienced law enforcement personnel on a full-time basis to the task force for participation on designated investigations. The participating agency will certify the personnel assigned to the task force are not the subject of any current or pending disciplinary actions, or completed disciplinary actions which would in any way compromise the mission of the initiative. Additions or deletions of personnel will be at the discretion of the authorizing supervisors of the respective participants. The participating agencies agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – up to seven(7) Postal Inspectors
- B. Massachusetts State Police – up to one (1) State Trooper/Task Force Officer
- C. Boston Police Department – up to one (1) Detective/Task Force Officer

The Boston Police Department agrees to furnish vehicles for their assigned investigators and provide them immediate access to such vehicles to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

Addendum A outlines vehicle reimbursement.

The following departments assigned to this task force may request overtime as outlined in this MOU.

Members of the Task Force will be responsible for the investigation of the use of the mail to engage in the trafficking of controlled substances, firearms and money laundering violations. Continued assignment of specific personnel to the Task Force will be based on performance and will be at the discretion of their respective agency heads.

VII. Principles

The following principles will help guide relationships among all law enforcement participants in this initiative regarding policy, planning, training, supervision and public relations. All agencies participating in the initiative agree these principles will serve as a basis to mediate any disputes that arise during its operation.

#### VIII. Recognition of Authority

The Boston Police Department recognizes the U.S. Postal Inspection Service is the principal Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal laws regarding the U.S. Mail, use of the mails, and property in the custody of the U.S. Postal Service, as well as other Postal offenses.

The Boston Police Department understands U.S. Mail under the custody or control of USPS is sealed against inspection and cannot be opened except under the authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender and/or addressee of the mail piece. The Boston Police Department may not, in any manner, detain or otherwise interfere with U.S. Mail, or record information from mail matter unless specifically authorized to do so by a U.S. Postal Inspector.

#### IX. Administration

Because this Memorandum of Understanding outlines a cooperative endeavor on the part of all the participants, the policy, program involvement, and direction of this initiative should be joint responsibilities of the enforcement supervisors of the participants. Therefore, the cases will be jointly investigated, and no particular participating agency will prevail over another or will act unilaterally. The participants (or designated representatives) will meet regularly as agreed upon to discuss investigations related to the above-mentioned offenses.

#### X. Jurisdiction

The determination as to whether a case will be prosecuted federally or by the appropriate county or state authority will be based upon which level of prosecution will best serve the interest of justice consistent with the overall mission objectives of the initiative.

#### XI. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the task force, while working on initiatives or investigations directly related to the task force, will be the responsibility of a designated field supervisory officer. For the RIIDE Task Force the field supervisory officer is the U.S. Postal Inspector/Team Leader (TFS) in charge of the Boston Division Headquarters Contraband Interdiction and Investigations Team (Team 0378). On matters not related to the operations of the task force, assigned personnel will continue to be subject to the established lines of supervision of their respective agencies.

In the event of a conflict with respect to supervisory authority, no action will be taken by the involved personnel until the conflict is resolved at the agency head level. Each member of the task force is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each task force member will continue to report to his or her respective agency supervisor for non-investigative matters not detailed in this MOU.

Dismissal from the Task Force will occur solely upon consultation and subsequent approval by agency management of the respective agency heads.

#### XII. Operation

The TFS, in consultation with a case specific Assistant United States Attorney (AUSA), or the state and/or local prosecutor, will be primarily responsible for directing and monitoring investigations related to the task force. In cases which have been designated for federal prosecution, all investigative procedures shall conform to the current USPIS and Department of Justice regulations and guidelines on criminal investigations and undercover operations.

#### XIII. Information Sharing

- A. No information possessed by the USPIS, to include information derived from informal communications between RIIDE Task Force personnel and USPIS employees not assigned to the task force, may be disseminated by task force personnel to non-task force personnel without prior USPIS authorization and in accordance with the applicable laws and internal regulations, procedures or agreements between the participating agencies that would permit the participating agencies to receive that information directly. Likewise, task force personnel will not provide any participating agency information to the USPIS that is not otherwise available to it unless authorized by appropriate participating agency officials. This prohibition shall not be interpreted to limit or prevent discussion between the task force personnel member and his/her employing agency supervisors.
- B. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- C. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
- D. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
- E. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

#### XIV. Administrative Support

Routine administrative support will be provided by the USPIS.

TFOs will be provided access badges and necessary keys. USPIS will provide a cellphone and computer for the TFOs. USPIS will provide access to office space and equipment as required.

XV. Access to USPS/USPIS Facilities

At the direction of a Postal Inspector, TFOs may retrieve parcels from areas where mail is accepted or processed when the parcels are related to ongoing investigations.

TFOs must be accompanied by a Postal Inspector while conducting interdictions at USPS facilities.

XVI. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the Task Force.

XVII. Overtime Payments

The Boston Police Department may request reimbursement of overtime salary expenses in connection with work performed on behalf of, and in furtherance of investigations performed by their investigators assigned to this initiative. Boston Police Department officers are required to provide the Task Force Supervisor documentation of approved investigative activity for certification, including the applicable case numbers.

At the sole discretion of the USPIS and as funding allocations permit, the USPIS will reimburse the participating agencies for overtime salary expenses directly related to work on the task force performed by its officer(s) assigned to task force. Participating agency officers shall be required to provide the TFS with their overtime hours, along with referencing case numbers and documentation of investigative activity for certification by the TFS prior to submitting their overtime for invoice preparation. It is requested that the participating agency provide a separate breakdown, by officer, of the date(s) and the number of hours they worked overtime along with the referencing case numbers, in addition to the overtime invoice. Overtime invoices should be submitted at least monthly to the USPIS Boston Division Headquarters, to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$20,707.50 per year, per Task Force officer. The limit on overtime payments may be adjusted on a year-to-year basis. Participating agencies will be notified of any adjustments to the overtime limits. Procedures for submitting requests for reimbursement are outlined in Attachment A.

XVIII. Program Audit

- A. This Agreement and its provisions are subject to audit by the USPIS, USPS OIG, and other designated government auditors. The participating agency agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years, and in the event of an ongoing audit, until the audit is completed.

- B. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

#### XIX. Forfeitures

Forfeiture actions under federal law will be processed by the USPIS. All seizures will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines. The parties agree that at the discretion of the TFS or the TFS's appointed designee, assets seized during task force investigations may be forfeited under the laws of the Commonwealth of Massachusetts, depending on the circumstances of the case and applicable laws. It is understood however that final decisions with respect to Equitable Sharing for assets forfeited administratively, are made at Inspection Service National Headquarters. Final decisions with respect to assets forfeited through Federal civil or criminal actions are made by the U.S. Department of Justice.

#### XX. Evidence

Evidence collected pursuant to RIIDE Task Force investigations will normally be held by the agency responsible for presenting the case for prosecution unless other arrangements are made. Evidence collected in task force investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

#### XXI. Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating agencies and controlled by the designated TFS and the office of prosecution. RIIDE Task Force participants agree that information will only be disseminated to the media in accordance with the terms of this MOU.

#### XXII. Disclosure of Grand Jury Proceedings

All personnel assigned to the task force shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure regarding grand jury secrecy.

#### XXIII. Compliance with Civil Rights Act of 1964

All personnel assigned to this initiative will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

#### XXIV. Liability

Participating Agencies shall hold USPIS, its agents, employees, and representatives harmless from and against any and all claims, actions, or causes of actions and liabilities which may be

asserted by third parties arising out of or resulting from any act taken or committed or any omission by Agency personnel pursuant to this agreement.

This agreement and limitation on liability shall not discharge any claim for reimbursement made by USPIS to Participating Agencies for damages or expenses under the terms of this agreement.

Any third-party claims, cause of action and liabilities asserted will be handled in accordance with the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680.

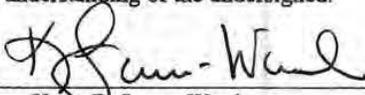
XXV. Duration

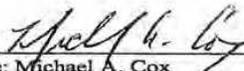
This memorandum is in effect upon signing by authorized representatives of participating agencies and USPIS and shall continue in full force and effect until terminated or canceled by the parties.

This memorandum may be terminated or canceled by either party at any time on written notice provided thirty (30) days in advance of the effective date of termination. Any modification or amendment to this agreement shall become effective when reduced to writing and signed by the authorized officials of the respective agencies.

XXVI. Authorization

This Memorandum of Understanding is hereby accepted as setting forth the general intentions and understanding of the undersigned.

By:  Date: 3/28/25  
Name: Ketty D. Larco-Ward  
Title: Inspector in Charge  
Agency: U.S. Postal Inspection Service

By:  Date: 3/28/25  
Name: Michael A. Cox  
Title: Police Commissioner  
Agency: Boston Police Department

ATTACHMENT A

Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and the Boston Police Department, Federal Taxpayer Identification Number 46001380 that:

Subject to the availability of funds, the Inspection Service will reimburse the Boston Police Department for overtime payments for the law enforcement officer(s) assigned to a joint initiative with the Postal Inspection Service –Boston Division as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States.

Overtime reimbursements for the Boston Police Officers assigned to the initiative will be authorized and issued on an as needed basis and will be calculated at the usual rate for which the individual Officer's time would be compensated. The overtime reimbursement allocation for Boston Police officers assigned to the initiative will not exceed \$20,707.50 for each officer per Fiscal Year (October through September).

Overtime and vehicle reimbursement will be made directly to the Boston Police Department by the U.S. Postal Inspection Service. All overtime and vehicle reimbursement payments are made by electronic fund transfer ("EFT"). An ACH vendor/miscellaneous payment enrollment form must be on file with the Inspection Service's Boston Division Headquarters to facilitate payments.

The Boston Police Department agrees to the vehicle reimbursement as set forth in the Vehicle Use Addendum.

The Boston Police Department agrees to provide monthly overtime invoices to include a breakdown per individual Officer of the date(s) and the number of overtime hours worked along with the associated case numbers. Overtime invoices requesting reimbursement for any given month should be submitted to the USPIS at the address below by the 10<sup>th</sup> calendar day of the following month for which reimbursement is requested:

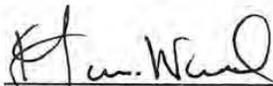
U.S. Postal Inspection Service  
ATTN Inspector Jesse Nason, Task Force Supervisor  
495 Summer Street, Suite 600  
Boston, MA 02210-2114

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Boston Police Department will provide the salary and hourly overtime rate for each Officer assigned to the joint initiative. At the commencement of each USPIS fiscal year, the Boston Police Department will re-execute the Vehicle Use Agreement.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each Officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the Boston Police Department that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned to the joint initiative.

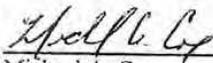
Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings,

or lockbox). If the banking information changes, the Boston Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.



Kelly D. Larco-Ward  
Inspector in Charge, Boston Division  
United States Postal Inspection Service

Date: 3/28/25



Michael A. Cox  
Police Commissioner  
Boston Police Department

Date: 3/25/25



UNITED STATES POSTAL INSPECTION SERVICE  
TASK FORCE OFFICER - VEHICLE USE AGREEMENT

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and Boston Police (Participating Agency), Federal Taxpayer Identification Number [REDACTED] that:

The Participating Agency will provide a vehicle (LEV) for each of its officers authorized to work as TFOs under the Memorandum of Understanding between the USPIS and \_\_\_\_\_ dated \_\_\_\_\_ (MOU). The USPIS will provide payment of \$2,500.00 per year for the routine maintenance of each such LEV. Respective LEVs, in other than emergency situations, will be driven by personnel of the Participating Agency owning the vehicle.

**OR**

The USPIS agrees to provide the Participating Agency a monthly stipend of \$850.00 for the sole use of providing an acceptable vehicle<sup>1</sup> for the TFO to use in furtherance of their obligations under this MOU. The stipend incorporates all associated costs for the vehicle to include routine maintenance and minor repairs of the vehicle.

This is an internal government agreement between USPIS and the Participating Agency and is not intended to confer any right or benefit to any private person or party.

Regardless of which option is elected above, the Participating Agency is responsible for all vehicle insurance, actual maintenance, registration, taxes, mileage reimbursement and any other legal obligations related to the LEV and its use.

<sup>1</sup> An acceptable vehicle is defined as one that is available and operable to meet the needs of the TFO at all times.

The Participating Agency also agrees to ensure all officers authorized to work as TFOs under the MOU possess and maintain a valid driver's license for the duration of their participation as TFOs.

**APPROVED BY:**

U.S. Postal Inspection Service

Boston Police Department

Ketty D. Larco-Ward

Michael A. Cox

USPIS Approving Official Name

Agency Approving Official Name

Inspector in Charge

Police Commissioner

USPIS Approving Official Title

Agency Approving Official Title

*Ketty D. Larco-Ward*

*Michael A. Cox*

USPIS Approving Official Signature

Agency Approving Official Signature

*3/28/25*  
Date

*3/25/2025*  
Date

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**FEDERAL BUREAU OF INVESTIGATION  
BOSTON VIOLENT CRIME TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Boston Police Department. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Boston Violent Crime Task Force (\*\*VCTF personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the VCTF is to identify and target for prosecution individuals and criminal enterprise groups responsible for violations of state and/or federal law, such as violent crimes occurring in a public place, mass killings, carjacking, robbery, kidnapping and firearms violations, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The VCTF will enhance the effectiveness of federal/state/local law enforcement resources through well-coordinated investigations seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the VCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Boston Division shall designate one Supervisory Special Agent (VCTF Supervisor) to supervise the VCTF. The VCTF Supervisor may designate a Special Agent to serve as the Violent Crime Task Force Coordinator (Task Force Coordinator). Either the VCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the VCTF.
7. Conduct undertaken outside the scope of an individual's VCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the VCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. VCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. VCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the VCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and VCTF Supervisor will also retain discretion to remove any individual from the VCTF.

**B. Case Assignments**

11. The FBI VCTF Supervisor will be responsible for opening, monitoring, directing, and closing VCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the VCTF Supervisor.
13. For FBI administrative purposes, VCTF cases will be entered into the relevant FBI computer system.

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14. VCTF personnel will have equal responsibility for each case assigned. VCTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the VCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the VCTF will not knowingly be subject to non-VCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the VCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to VCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. VCTF investigative leads outside of the geographic areas of responsibility for FBI Boston Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-VCTF personnel will be limited to those situations where it is essential to the effective performance of the VCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI VCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the VCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of VCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an VCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI VCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of VCTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by VCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. VCTF reports prepared in cases assigned to VCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in VCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for VCTF.
27. VCTF investigative records maintained at the Boston Field Office of the FBI will be available to all VCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the VCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by VCTF personnel.
29. All VCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide VCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by VCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between VCTF personnel and FBI employees not assigned to the VCTF, may be disseminated by VCTF personnel to non-VCTF personnel without the approval of the VCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, VCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

**PROSECUTIONS**

38. VCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of VCTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the VCTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a VCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All VCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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45. The parent agency of each individual assigned to the VCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the VCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. VCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the VCTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals Service), with the FBI securing the required deputation authorization. The deputation should remain in effect throughout the tenure of each investigator's assignment to the VCTF or until the termination of the VCTF, whichever comes first. Title 21 deputation is optional.
49. Deputized VCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of a LEA may be permitted to drive FBI owned or leased vehicles for official VCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA VCTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to VCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA VCTF personnel, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA VCTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their VCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal VCTF personnel assigned full-time to VCTF, provided overtime expenses were incurred as a result of VCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to VCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the VCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the VCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by VCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of VCTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with VCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to VCTF investigations may be equitably shared with the agencies participating in the VCTF.

**DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the VCTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO VCTF AND SECURITY CLEARANCES**

65. If an LEA candidate for the VCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the VCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

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68. Before receiving unescorted access to FBI space identified as an open storage facility, VCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. VCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the VCTF, each individual whose assignment to the VCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the VCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the VCTF or otherwise relating to the VCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the VCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the VCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any VCTF personnel.
73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named

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Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Boston Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any VCTF personnel.

74. Liability for any conduct by VCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the VCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the VCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the VCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the VCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any VCTF participation.

**MODIFICATIONS**

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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**SIGNATORIES**

  
\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

12/06/2017  
Date

  
\_\_\_\_\_  
Boston Police Department

01-24-17  
Date

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**FEDERAL BUREAU OF INVESTIGATION  
CHILD EXPLOITATION TASK FORCE (CETF)  
Memorandum of Understanding (MOU)**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

**a. Federal Bureau of Investigation (FBI)**

**b. Boston Police Department (BPD)**

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the FBI Boston Division Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

**MISSION**

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

**SUPERVISION AND CONTROL**

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the Boston Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.
7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis. On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.

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Child Exploitation Task Force  
Memorandum Of Understanding (2012)

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8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. CETF members will be subject to a limited background check as required in order to obtain deputization under U.S.C. Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
  - a. **Child Abductions**
    - Non-ransom child abductions
    - Domestic parental kidnapping
  - b. **Sexual Exploitation of Children Enterprises**
    - Domestic Child Prostitution
    - Online Networks and Enterprises
  - c. **Contact Offenses Against Children**
    - Domestic travel with intent to engage in illegal sexual activity with a minor
    - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
    - Production of Child Pornography
    - Coercion/enticement of a minor
  - d. **Trafficking of Child Pornography**
    - Mass Distribution of Child Pornography
    - Possession of Child Pornography
  - e. **International Parental Kidnapping**
    - International Parental Kidnapping
  - f. **Other Crimes Against Children**
    - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

#### **REPORTS AND RECORDS**

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

#### **SALARY/OVERTIME COMPENSATION**

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

#### **LIABILITY**

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified in the CETF SOP.

#### **DURATION**

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agencies involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a

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Memorandum Of Understanding (2012)**

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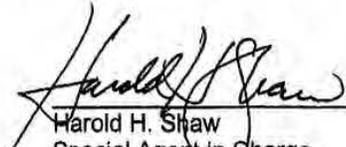
Boston Police Department Response to 17f Request

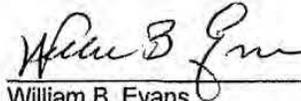
Re: Memoranda Of Understanding Between BPD And External Entities  
withdrawing agency any unexpended equipment supplied by the withdrawing agency during any  
CETF participation. 0097

**MODIFICATIONS**

- 24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
- 25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
- 26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

**SIGNATORIES**

  
 Harold H. Shaw  
 Special Agent In Charge  
 FBI Boston Division  
 Date:

  
 William B. Evans  
 Commissioner  
 Boston Police Department  
 Date:

  
 Randolph H. Jarvis  
 Assistant Special Agent in Charge  
 FBI Boston Division  
 Date:

  
 Amanda Detterline  
 Program Manager  
 FBI/CID/VCACU  
 Date:

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Memorandum Of Understanding (2012)**

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**BOSTON  
CYBER TASK FORCE**

*Standard Memorandum of Understanding*

*Between*

**THE FEDERAL BUREAU OF INVESTIGATION**

*and*

**BOSTON POLICE DEPARTMENT  
(the "Participating Agency")**

**I. PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the BOSTON POLICE DEPARTMENT (Participating Agency). The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

**II. AUTHORITIES**

The FBI is authorized to coordinate intelligence, investigative, and operational responses to cyber threats, attacks, and intrusions pursuant to various statutory and executive authorities, including 28 U.S.C. § 533; 42 U.S.C. § 3771; 28 C.F.R. § 0.85; Executive Order 12333, as amended; the Attorney General's Guidelines for Domestic FBI Operations; Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23 and 18 U.S.C. §1030, 50 U.S.C. § 1801 et seq.

**III. PURPOSE**

- A. The Comprehensive National Cybersecurity Initiative (CNCI) was formally established in 2008 pursuant to NSPD-54/HSPD-23. The CNCI recognizes the need for a whole-of-government approach to protecting the nation from cybersecurity threats. To further this mission, NSPD-54/HSPD-23 also established the National Cyber Investigative Joint Task Force (NCIJTF), which serves as a multi-agency national focal point for coordinating, integrating, and sharing pertinent information related to cyber threat investigations. In accordance with this presidential directive, the NCIJTF operates under the authority of the Attorney General. The Director of the FBI is the designated official responsible for the operation of the NCIJTF. The NCIJTF enhances collaboration and integrates operations among the represented U.S. Intelligence Community and federal law enforcement partners.

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Standard MOU for state/local partners  
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- B. While national-level coordination is important to securing the nation, teamwork at the local level is also essential. The FBI has established a nationwide network of field office Cyber Task Forces (CTFs) to focus on cybersecurity threats. In addition to key law enforcement and homeland security agencies at the state and local level, each CTF partners with many of the federal agencies that participate in the NCIJTF at the headquarters level. This promotes effective collaboration and deconfliction of efforts at both the local and national level.
- C. This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the BOSTON CTF.
- D. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

**IV. MISSION**

- A. In support of the national effort to counter threats posed by terrorist, nation-state, and criminal cyber actors, each CTF synchronizes domestic cyber threat investigations in the local community through information sharing, incident response, and joint enforcement and intelligence actions.
- B. Each CTF leverages the authorities and capabilities of the participating agencies to accomplish the mission.
- C. Recognizing the important role of the private sector in combating the cyber threats facing our nation, each CTF will coordinate with private sector entities to the extent permissible by law and as warranted by operational needs, as set forth by separate agreements between the FBI and these private sector entities.

**V. SUPERVISION AND CONTROL**

- A. Overall management of the CTF shall be the responsibility of the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the BOSTON Division of the FBI and/or his or her designee.
- B. All guidance on investigative matters handled by the CTF will be issued by the Attorney General or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the Attorney General's Guidelines for Domestic FBI Operations (AGG-DOM) and the FBI's Domestic Investigations and Operations Guide (DIOG).
- C. The ADIC or SAC shall designate one Supervisory Special Agent to supervise day-to-day operational and investigative matters pertaining to the CTF (CTF Supervisor).

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VI. STAFFING COMMITMENT AND RESPONSIBILITIES

- A. In addition to FBI employees, each CTF may consist of the following types of individuals: Task Force Officers, Task Force Members, and Task Force Participants. For purposes of this MOU, when referring to these individuals collectively, they will be referred to as "CTF personnel." In brief, the DIOG defines these terms as follows:
1. Task Force Officer (TFO): The individual is a certified law enforcement officer, authorized to carry a firearm, has been deputized under Title 18 of the U.S.C., been issued Federal law enforcement credentials, is assigned to the supervision of the CTF, has an active security clearance recognized by the FBI, and is authorized to have access to FBI facilities.
  2. Task Force Member (TFM): The individual is an employee of a governmental agency, is assigned to the supervision of the CTF, has an active security clearance recognized by the FBI, and is authorized to have access to FBI facilities.
  3. Task Force Participants (TFPs): The individual participates on the CTF and does not otherwise qualify as a TFO or TFM. A TFP is sometimes referred to as a "Task Force Liaison."
- B. In light of the significant cost and effort in on-boarding new CTF personnel, and need for continuity to successfully combat cyber threats, each Participating Agency agrees to provide its personnel to the CTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the CTF.
- C. During periods of heightened threats and emergencies, the CTFs may need to operate 24 hours per day for an extended period of time. To function properly, the CTF depends upon the unique contributions of each Participating Agency. During these periods, all CTF personnel are expected to be available to support CTF activities unless released to the Participating Agency.
- D. Due to the operational needs of the CTF, assignment to special details or duties outside of the CTF to full-time CTF personnel by the Participating Agency must be coordinated with the CTF Supervisor.
- E. On a case-by-case basis, CTF Supervisors may authorize CTF personnel to assist other non-CTF priority FBI matters as necessary and as legally permissible.
- F. Although CTF personnel will report to his or her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the CTF Supervisor to ensure staffing availability.
- G. Non-FBI CTF personnel remain subject to the rules, regulations, laws, and policies applicable to employees of the participant's respective agency and will also adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and

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the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the FBI and the Participating Agency jointly resolve the conflict otherwise.

- H. CTF personnel must adhere to the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, handling FBI property, while operating FBI vehicles, and while conducting CTF business.
- I. Continued assignment to the CTF will be based on performance and at the discretion of each CTF member's Participating Agency. The FBI ADIC or SAC will also retain discretion to remove any member from the CTF.
- J. CTF personnel are subject to removal from the CTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.

**VII. DEPUTATION/SECURITY CLEARANCE/DEADLY FORCE POLICY**

- A. Non-federal personnel who will serve on the CTF as a TFO will be federally deputized under Title 18 of the U.S.C. while detailed to the CTF. The FBI will secure the required authorization for their deputation. This will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes.
- B. CTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, participants must be eligible to obtain and maintain an appropriate security clearance, up to and including Top Secret, and access to Sensitive Compartmented Information (SCI). CTF personnel being granted access to SCI must successfully complete an annual Security Financial Disclosure Form and counterintelligence (CI) focused polygraph examination. All CTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for CTF personnel may only be provided with classified information if they have the appropriate security clearance to receive the classified information and the requisite "need to know."
- C. CTF TFOs will follow the Participating Agency's policy concerning use of deadly force.

**VIII. COORDINATION**

- A. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the CTF. The Participating Agency will not act unilaterally on any matter affecting the CTF. The parties agree that matters designated to be handled by the CTF shall not knowingly be subject to non-CTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency.

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- B. On occasion, after coordination with and approval by the CTF Supervisor, a CTF TFO or TFM may handle an investigation solely under the Participating Agency's authorities. In such a case, the investigation will be supervised by the Participating Agency and conducted under the authority of the Participating Agency.
- C. CTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected CTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.
- D. All media releases will be mutually agreed upon, jointly handled by the Participating Agencies, and conform to DOJ guidelines. No press release involving a CTF matter will be issued without prior FBI approval.

**IX. INFORMATION SHARING/REPORTS AND RECORDS**

- A. Except as described in paragraph VIII.B above, all investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy. Subject to any legal or policy restrictions, copies of documents created for a CTF matter based upon information obtained from participation on the CTF by any CTF personnel will be considered to be a federal document under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All CTF materials and investigative records, including any Memoranda of Understanding, originate with, belong to, and will be maintained by the FBI. All CTF investigative reports will be prepared by CTF personnel solely on FBI forms.
- B. All information learned during the course of a CTF investigation will be subject to the FBI's information sharing policies and may not be disclosed outside of the CTF (or removed, if in tangible form, from FBI space) without the approval of the CTF Supervisor. As FBI records, they may be disclosed only with FBI permission from the CTF Supervisor and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act of 1974, 5 U.S.C. § 552a, as well as applicable civil and criminal discovery privileges. CTF personnel may not disclose any FBI or CTF-related information outside of the CTF, including any disclosure to CTF personnel's own Participating Agency, without the prior approval of the FBI CTF Supervisor. Participating Agency heads will be routinely briefed on CTF matters by the ADIC, SAC, or CTF Supervisor, as appropriate, through established CTF briefings.
- C. CTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know. Each Participating Agency agrees to have its CTF personnel sign an FD-868, or a similar form approved by the FBI. This action obligates the participant, who is accepting a position of special trust in being granted access to

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classified and otherwise sensitive information as part of the CTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.

- D. The FBI and Participating Agency acknowledge that the information involved in this MOU may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333, as amended (or any successor thereto) and all such information shall be handled lawfully pursuant to the provisions thereof, to the extent applicable.
- E. CTF personnel may be required to handle and process Protected Critical Infrastructure Information (PCII), as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All CTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- F. The FBI and Participating Agency will immediately report to each other each instance in which data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- G. The FBI and Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any CTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous information concerning United States citizens or legal permanent resident aliens that is disclosed pursuant to this MOU and take reasonable steps to correct such error.

**X. SALARY/OVERTIME COMPENSATION/FUNDING**

- A. The FBI and Participating Agency agree to assume all personnel costs for their CTF personnel, including salaries, overtime payments and fringe benefits.
- B. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CTF members assigned full-time to CTF, provided overtime expenses were incurred as a result of CTF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.
- C. Subject to funding availability and legislative authorization, the FBI may provide a lease vehicle, fuel purchase card, and smart phone to non-federal full-time CTF personnel for use in carrying out CTF-related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.

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D. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one of the parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such party's express written approval must be obtained before incurring any expense expected to be assumed by the other party. All obligations of and expenditures by the parties to this MOU will be subject to each party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

XI. TRAVEL

All CTF-related travel of non-FBI personnel requires the approval of the CTF Supervisor and Participating Agency authorization prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the CTF. For domestic travel, CTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The CTF will obtain FBI Headquarters authorization and country clearances for CTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all CTF personnel to conduct investigations outside the field office territory.

XII. LIABILITY

A. General. The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the CTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

1. Common Law Tort Claims

- a. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- b. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of CTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

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- c. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, then “any other civil action or proceeding for money damages arising out of or relating to the same subject matter against the employee or the employee’s estate is precluded without regard to when the act or omission occurred.” 28 U.S.C. § 2679(b)(1).
  - d. If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S.C. § 2679(d)(3).
  - e. Liability for any negligent or willful acts of CTF personnel undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.
2. Constitutional Claims
- a. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
  - b. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, “insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.” Harlow v. Fitzgerald, 457 U.S. 800 (1982).
  - c. If any Participating Agency’s CTF personnel is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of CTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
  - d. An employee may be provided representation “when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee’s employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States.” 28 C.F.R. § 50.15(a).

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- e. Any CTF personnel's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the CTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- f. If any CTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).
- g. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the CTF, and nothing in this MOU shall be deemed to create any legal right on the part of any CTF personnel.

**B. Express Reservations**

- 1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency CTF member other than for exclusive purposes outlined in the Liability section herein.
- 2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

**XIII. DURATION**

- A. The term of this MOU is for the duration of the CTF's operation, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the Participating Agency involved.
- B. Any Participating Agency may withdraw from the CTF at any time by written notification to the ADIC or SAC or the National Cyber Task Force Unit at FBI Headquarters at least 30 days prior to withdrawal.
- C. Upon termination of this MOU, all equipment provided to the CTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any

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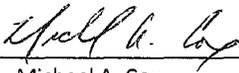
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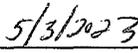
remaining Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

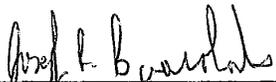
XIV. MODIFICATIONS

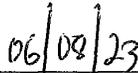
This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

XV. SIGNATORIES

  
\_\_\_\_\_  
Name: Michael A. Cox  
Title: Police Commissioner  
Organization: Boston Police Department

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name:  
Title: Special Agent in Charge  
Organization: Federal Bureau of Investigation

  
\_\_\_\_\_  
Date

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**FEDERAL BUREAU OF INVESTIGATION  
METRO BOSTON GANG TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Boston Police Department (participating agency). The FBI and the participating agency are hereafter collectively referred to as the Parties. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the Metro Boston Gang Task Force (MBGTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the MBGTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The MBGTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the MBGTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Boston Division shall designate one Supervisory Special Agent (MBGTF Supervisor) to supervise the MBGTF. The MBGTF Supervisor may designate a Special Agent to serve as the MBGTF Coordinator. Either the MBGTF Supervisor or the MBGTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the MBGTF.
7. Conduct undertaken outside the scope of an individual's MBGTF duties and assignments under this MOU shall not fall within the oversight responsibility of the MBGTF Supervisor or MBGTF Coordinator. As stated in paragraph 76, below, neither the United States nor the FBI shall be responsible for such conduct.
8. MBGTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the MBGTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All MBGTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. MBGTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the MBGTF will be based on performance and at the discretion of appropriate management. The FBI SAC and MBGTF Supervisor will also retain discretion to remove any individual from the MBGTF.

**B. Case Assignments**

13. The FBI MBGTF Supervisor will be responsible for opening, monitoring, directing, and closing MBGTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the MBGTF Supervisor.
15. For FBI administrative purposes, MBGTF cases will be entered into the relevant FBI computer system.
16. MBGTF personnel will have equal responsibility for each case assigned. MBGTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the MBGTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the MBGTF will not knowingly be subject to non-MBGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the MBGTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to MBGTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. MBGTF investigative leads outside of the geographic areas of responsibility for the FBI Boston Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-MBGTF personnel will be limited to those situations where it is essential to the effective performance of the MBGTF. These disclosures will be consistent with applicable FBI guidelines.
22. Non-FBI MBGTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the MBGTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of MBGTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an MBGTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI MBGTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of MBGTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by MBGTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. MBGTF reports prepared in cases assigned to MBGTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in MBGTF cases which are opened and assigned by the MBGTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for MBGTF.
29. MBGTF investigative records maintained at the Boston Field Office of the FBI will be available to all MBGTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the MBGTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by MBGTF personnel.
31. All MBGTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to MBGTF Supervisor approval.

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32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
33. The Parties acknowledge that this MOU may provide MBGTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by MBGTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

34. No information possessed by the FBI, to include information derived from informal communications between MBGTF personnel and FBI employees not assigned to the MBGTF, may be disseminated by MBGTF personnel to non-MBGTF personnel without the approval of the MBGTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, MBGTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
39. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

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**PROSECUTIONS**

40. MBGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
41. A determination will be made on a case-by-case basis whether the prosecution of MBGTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the MBGTF.
42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a MBGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
44. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

46. All MBGTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

47. The parent agency of each individual assigned to the MBGTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
48. The parent agency of each individual assigned to the MBGTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

49. MBGTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

50. Local and state law enforcement personnel designated to the MBGTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the MBGTF or until the termination of the MBGTF, whichever comes first.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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51. Deputized MBGTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

52. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official MBGTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency MBGTF personnel will require the execution of a separate Vehicle Use Agreement.
53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MBGTF business.
54. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency MBGTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency MBGTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.
56. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency MBGTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

57. The FBI and each participating agency remain responsible for all personnel costs for their MBGTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
58. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal MBGTF personnel assigned full-time to MBGTF, provided overtime expenses were incurred as a result of MBGTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU.

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A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to MBGTF, consistent with regulations and policy, prior to any reimbursement by the FBI. To be eligible to receive agency overtime reimbursement and other investigative resources from the FBI, MBGTF personnel must be assigned by their parent agencies to the MBGTF on a full-time basis, meaning the majority of their official duty time is spent conducting MBGTF investigations and assignments. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

59. Property utilized by the MBGTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the MBGTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by MBGTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MBGTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with MBGTF operations.
62. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to MBGTF investigations may be equitably shared with the agencies participating in the MBGTF.

**DISPUTE RESOLUTION**

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the MBGTF's objectives.

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64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO MBGTF AND SECURITY CLEARANCES**

67. If a participating agency candidate for the MBGTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
68. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the MBGTF, the participating agency will be so advised and a request will be made for another candidate.
69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
70. Before receiving unescorted access to FBI space identified as an open storage facility, MBGTF personnel will be required to obtain and maintain a "Top Secret" security clearance. MBGTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
71. Upon departure from the MBGTF, each individual whose assignment to the MBGTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

72. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the MBGTF.
73. Each participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the MBGTF or otherwise relating to the MBGTF. Each participating agency

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acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the MBGTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the MBGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

74. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the MBGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MBGTF personnel.
75. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the MBGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Boston Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any MBGTF personnel.
76. Liability for any conduct by MBGTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

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**DURATION**

77. The term of this MOU is for the duration of the MBGTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
78. Any participating agency may withdraw from the MBGTF at any time by written notification to the MBGTF Supervisor with designated oversight for investigative and personnel matters or program manager of the MBGTF at least 30 days prior to withdrawal.
79. Upon termination of this MOU, all equipment provided to the MBGTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MBGTF participation.

**MODIFICATIONS**

80. This agreement may be modified at any time by written consent of all involved agencies.

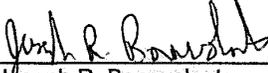
Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

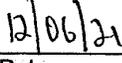
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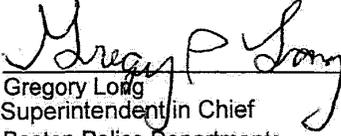
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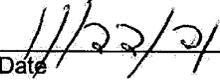
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**SIGNATORIES**

  
\_\_\_\_\_  
Joseph R. Bonavolonta  
Special Agent in Charge  
Federal Bureau of Investigation

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gregory Long  
Superintendent in Chief  
Boston Police Department

  
\_\_\_\_\_  
Date

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**MEMORANDUM OF UNDERSTANDING**  
**OCDETF BOSTON STRIKE FORCE**  
**DISTRICT OF MASSACHUSETTS**

The parties hereto agree to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) Boston Strike Force (OCDETF BOSTON SF or OCDETF BOSTON Strike Force) according to the following terms and conditions:

**INTRODUCTION**

The OCDETF Program is built on four pillars: priority targeting, prosecution and investigative coordination, information and intelligence sharing, and directed resourcing. These pillars support three essential elements required of any OCDETF investigation, operation, prosecution, or Strike Force--OCDETF activities must be prosecutor-led, intelligence-driven, and multi-agency. The goal of the OCDETF Co-located Strike Force Initiative is to bring together federal, state, and local law enforcement in a co-located setting to foster communication and collaboration, maximize combined efforts, and more efficiently and effectively advance the OCDETF mission to disrupt and dismantle the command and control elements of transnational and/or interstate criminal networks.

The OCDETF Co-located Strike Force Initiative provides for the establishment of permanent multi-agency teams that work side-by-side in the same office space where they work together on intelligence-driven, multi-jurisdictional operations against a continuum of priority targets. These co-located Strike Forces capitalize on the synergy created through the long-term relationships forged by agents, analysts, and prosecutors who remain together over time. They epitomize the OCDETF model that has proven most effective in combating organized crime.

**Article I.     BACKGROUND**

A. Transnational Drug Trafficking organizations (DTO) and Money Laundering organizations (MLO) are operating in the greater Boston metropolitan area. Boston, and surrounding New England, has been an epicenter for opioid abuse and the related drug poisoning and drug overdose deaths. ██████████ Cartels are supplying ██████████ DTOs in the Boston area with the United States' greatest drug threat, fentanyl, well as other dangerous drugs. Although traditionally an opioid user base, efforts of the ██████████ Cartels to establish a methamphetamine user base in New England have been successful. ██████████ Cartels are utilizing routes and distribution networks established for fentanyl to quickly increase the availability of methamphetamine in the New England area. The DTOs and MLOs in the Boston Metropolitan area are diverse and include ██████████ DTOs responsible for distribution of drugs as well as ██████████ MLOs conducting money laundering activities. These Boston area DTOs and MLOs are frequently responsible for sourcing drugs to other DTOs in other New England States. The Boston Strike Force's multi-agency model significantly strengthens the partnership between agencies and ensures the utilization of resources from all agencies to conduct efficient complex multi-jurisdiction conspiracy investigations.

**Article II. MISSION**

A. The mission of the OCDETF Boston Strike Force is to identify, disrupt, and dismantle Transnational Criminal Organizations (TCO) (*i.e.*, large scale international drug trafficking organizations, money laundering organizations, and human trafficking networks, and other transnational organized crime syndicates), with a particular focus presently on the [REDACTED] Cartel and the [REDACTED] Cartel [REDACTED], by targeting:

1. The networks of the TCOs, including command-and-control elements of these criminal organizations, focusing on priority targets and their criminal associates, including organized criminal gangs, transnational drug cartels, racketeering organizations and other groups engaged in illicit activities that present a threat to public safety and national security and involve the smuggling and trafficking of opioids and other controlled substances, weapons, and humans and the illegal concealment and transfer of proceeds derived from such illicit activities in New England.
2. The command-and-control elements of TCOs involved in the transportation and laundering of drug proceeds, using both bulk cash smuggling and sophisticated laundering techniques, and financial transactions involving financial institutions, money service businesses, and international financial entities.

Consistent with OCDETF's Program and Strike Force Guidelines, the overarching mission of the OCDETF Strike Forces is to build prosecutable OCDETF cases against criminal networks posing priority TOC threats to the United States and in the OCDETF Strike Forces' area of responsibility, regardless of the nature of the criminal conduct they commit, to include emerging TOC threats not specified in this document or known at the time it was established.

B. The OCDETF Boston Strike Force law enforcement members have missions unique to their agency skill sets which forward the overall mission of the Strike Force. These complementary missions include, but are not limited to, the following:

1. DEA: The DEA group's mission is enforcing controlled substance laws and regulations against the most significant drug trafficking and transnational criminal organizations operating at interstate and international levels by, among other things, utilizing confidential source information and conducting undercover investigations targeting controlled substance sources and distributors.
2. FBI: The FBI squad assigned to the OCDETF Boston Strike Force conducts complex, intelligence driven investigations utilizing sophisticated techniques to disrupt and dismantle regional, national, and international criminal organizations responsible for the importation and distribution of illegal narcotics, and the laundering of the illegal proceeds generated by that activity. These investigations are designed to be worked as multi-agency efforts, with the express intention of being approved as OCDETF investigations, and with the goal of tying them to Regional Priority Organization

Targets (RPOTs) or Consolidated Priority Organization Targets (CPOTs). The FBI squad, in conjunction with the HSI squad assigned to the Boston OCDETF Strike Force, comprise the Greater Boston High Intensity Drug Trafficking (HIDTA) Task Force.

3. HSI: The Boston Strike Force HSI group, headed by a HSI Group Supervisor, shall identify, disrupt, and dismantle TCOs engaged in the regional, national, and cross border shipment of controlled substances, as well as the laundering of money through bulk cash smuggling and other sophisticated techniques. Additionally, the group shall work to identify, disrupt, and dismantle poly-criminal TCOs that are engaged in non-drug centric crimes, including weapons smuggling, human trafficking, human smuggling, money laundering, and other crimes.

C. To accomplish this mission the OCDETF Boston Strike Force shall:

1. Maintain and foster an ethos and culture based on the overriding principle of success through collaboration and cooperation using the prosecutor-led, intelligence-driven, multi-agency OCDETF model;
2. Initiate investigations targeting the command and control and support elements of TCOs regardless of their geographic base of operations;
3. Identify, interdict, and seize illicit proceeds being transported and laundered by the TCOs, regardless of their geographic base of operations, and identify and seize their criminally derived assets;
4. Locate and apprehend members of the TCOs locally and abroad;
5. Prosecute, in the District of Massachusetts and elsewhere, the command and control and support elements of the TCOs and their networks across the supply chain, including cases that [REDACTED] that lead to [REDACTED];
6. Follow OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines, and pursue OCDETF case designations for federal prosecution, though cases may be presented for non-OCDETF federal prosecution or local prosecution, if appropriate;
7. Work collaboratively with other OCDETF Strike Forces and the OCDETF Executive Office; and
8. Work in a complementary role with the HIDTA Task Force in the greater Boston and [REDACTED], Massachusetts areas.

**Article III. LOCATION**

- A. The OCDETF BOSTON SF will be located at [REDACTED] MA. The participating agencies will be co-located at this address to the extent practicable. The management, maintenance and operation of the site are the responsibility of OCDETF.
- B. Any decision by the Operations Committee or Executive Committee to re-locate the OCDETF BOSTON SF shall be done in consultation with, and require the approval of, the participating agencies and the OCDETF Executive Office.
- C. Each participating agency is responsible for costs it incurs as a result of re-location.

**Article IV. AUTHORITIES (as applicable)**

- A. Authority for the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to enter into this agreement may be found at 28 U.S.C. § 599A, 31 U.S.C. § 6305, and 28 C.F.R. § 0.130.
- B. Authority for the Drug Enforcement Administration (DEA) to enter into this agreement may be found at 21 U.S.C. § 873 and 28 C.F.R. § 0.100.
- C. Authority for the Federal Bureau of Investigation (FBI) to enter into this agreement may be found at 28 U.S.C. § 533, 42 U.S.C. § 3771, and 28 C.F.R. § 0.85.
- D. Authority for the Department of Homeland Security, Homeland Security Investigations (HSI), to enter into this agreement may be found under the Homeland Security Act of 2002 (codified in Title 6 of the United States Code) and 19 U.S.C. § 1589a.
- E. Authority for the Internal Revenue Service, Criminal Investigations (IRS-CI) to enter into this agreement may be found under Secretary of the Treasury's authority to investigate money laundering operations pursuant to 18 U.S.C. §§ 981, 1956(e), and 1957(e). The Secretary has delegated that authority to the Commissioner of Internal Revenue where the underlying conduct is subject to investigation under the Internal Revenue Code or the Bank Secrecy Act, as amended, 31 U.S.C. §§ 5311-5328 [and any other provisions considered necessary].
- F. Authority for the United States Marshals Service (USMS) to enter into this agreement may be found at 28 U.S.C. §§ 564 and 566(e)(1)(B).

**Article V. GOVERNANCE STRUCTURE**

**Participating Strike Force Partners**

- A. The OCDETF BOSTON SF will consist of the United States Attorney's Office for the District of Massachusetts (USAO) and the following federal agencies that shall assign personnel to the OCDETF BOSTON SF:
  - 1. Bureau of Alcohol, Tobacco, Firearms and Explosives

2. Customs and Border Protection
3. Drug Enforcement Administration
4. Federal Bureau of Investigation
5. Homeland Security Investigations
6. Internal Revenue Service
7. United States Attorney's Office – District of Massachusetts
8. United States Marshals Service

The USAO agrees to assign one experienced prosecutor full-time to the OCDETF BOSTON SF. Ten or more additional experienced prosecutors will support the OCDETF Boston SF on an as-needed basis.

B. In addition, state and local law enforcement agencies may agree to assign personnel to the OCDETF BOSTON SF, including but not limited to:

1. Massachusetts State Police
2. Massachusetts Department of Correction
3. Massachusetts Norfolk County Sheriff's Office
4. Andover Police Department
5. Boston Police Department
6. Brookline Police Department
7. Concord Police Department
8. Franklin Police Department
9. Hudson Police Department
10. Stoneham Police Department
11. Milton Police Department
12. Natick Police Department
13. Newton Police Department
14. Peabody Police Department
15. Reading Police Department
16. Waltham Police Department
17. Watertown Police Department

C. All agencies that participate in the OCDETF BOSTON SF agree to assign experienced officers and agents to the SF. During their period of assignment, investigators and analysts will be under the direct control of their assigned OCDETF BOSTON SF Supervisors.

D. The OCDETF BOSTON SF Executive Committee (Executive Committee), in consultation with the OCDETF Executive Office, may, by a majority vote of its members, and written concurrence of the OCDETF Director, admit new federal, state, or local agencies as participating agencies in the OCDETF BOSTON SF. Prior to admission, any new participating agency shall sign and agree to the terms of this Memorandum of Understanding (MOU) through a written addendum.

- E. This MOU shall be reviewed by the OCDETF BOSTON SF Executive Committee every year at its annual meeting. Further, addendums to the MOU, consistent with revised OCDETF Co-located Strike Force Initiative Guidelines, if any, will be incorporated into the MOU.

**Strike Force Executive Committee**

- F. The OCDETF BOSTON SF Executive Committee shall be composed of the United States Attorney for the District of Massachusetts, the Special Agents in Charge (SAC) of the Drug Enforcement Administration, Federal Bureau of Investigation, and Homeland Security Investigations, the United States Marshal, and the Colonel from the Massachusetts State Police. The Lead Strike Force Attorney (LSFA) shall be a member of the Executive Committee. The Operations Manager shall be a member of the Executive Committee.
- G. The United States Attorney for the District of Massachusetts shall serve as the Chair of the Executive Committee.
- H. It shall be the function of the Executive Committee to approve any change in the policies and procedures of the OCDETF BOSTON SF. The Executive Committee will exercise the decision-making functions described in this MOU and undertake any action necessary for the effective and continued function of the OCDETF BOSTON SF. In addition, the Executive Committee will resolve any jurisdictional conflicts that may arise between the OCDETF BOSTON SF, its participating member agencies, and any other law enforcement entity involved in an investigation, if the conflict cannot be resolved at the operational or management level of the SF.
- I. The Executive Committee shall seek to resolve any dispute, including any procedural and policy-related change and any decision to ensure the continued successful operation of the OCDETF BOSTON SF, through consensus of all members of the Executive Committee. If such consensus resolution cannot be reached, then the Executive Committee Chair, after consultation with all other members of the Executive Committee and with the concurrence of the OCDETF Director, shall determine the resolution of the dispute. The joint decision of the Executive Committee Chair and OCDETF Director shall be dispositive.
- J. No later than 30 days following the end of each federal fiscal year, the Operations Manager and LSFA, in consultation with the OCDETF Lead Task Force Attorney (LTFA) for the USAO, will submit to the Executive Committee an annual report.
- K. The Executive Committee will host an annual meeting, the purpose of which will be to ensure the OCDETF BOSTON SF is following the OCDETF Program Guidelines, OCDETF Co-located Strike Force Initiative Guidelines, and all current Memoranda of Understanding pertaining to the OCDETF BOSTON SF. Meeting attendees shall include members of the Operations Committee, the Operations Manager, the Deputy Operations Manager, if any, and all Enforcement Group Supervisors.

**Lead Strike Force Attorney**

- L. The United States Attorney for the District of Massachusetts will designate one senior Assistant U.S. Attorney (AUSA), funded by OCDETF, to serve as the Lead Strike Force Attorney (LSFA) for the OCDETF BOSTON Strike Force. The LSFA will have significant prosecutorial experience in large-scale, complex, criminal network cases. The LSFA should be co-located in the Strike Force facility and shall not be assigned other duties that would interfere with his/her ability to effectively support the Strike Force and prosecutions arising from Strike Force investigations. The LSFA will have primary responsibility to provide case-related legal advice to all participating Strike Force investigators and to prosecute, or oversee the prosecution of, all OCDETF BOSTON SF federal cases. The LSFA will also serve as an intermediary to resolve any potential conflicts between participating agencies, and to assist USAO managers in the assignment of AUSAs to Strike Force investigations and cases. The LSFA will serve as the primary Strike Force point of contact for the OCDETF Regional Director and Regional Coordination Group (RCG). The LSFA will work with the Public Information/Affairs Officer for his/her U.S. Attorney's Office to ensure that Strike Force media releases are shared with the OCDETF Executive Office prior to public release. Additional AUSAs may be assigned to the OCDETF BOSTON SF permanently or on a case-by-case basis.
- M. For the successful operation of the OCDETF BOSTON SF, the LSFA will partner with the Operations Manager, who often has unique insight and visibility into the management of the OCDETF BOSTON SF. The decision-making for the management of the OCDETF BOSTON SF will be a joint/shared responsibility of the LSFA and the Operations Manager. The LSFA and the Operations Manager are accountable to the OCDETF BOSTON SF Executive Committee for their respective roles in the Strike Force. The LSFA and Operations Manager will be jointly responsible for all reporting requirements, including annual and quarterly reports to the OCDETF Executive Office and Regional Director, and an annual report to the OCDETF BOSTON SF Executive Committee.

#### **Operations Manager**

- N. The Executive Committee will designate a representative from the supervisory personnel from the Drug Enforcement Administration, Federal Bureau of Investigation, or Homeland Security Investigations to serve as the Operations Manager of the OCDETF BOSTON SF for a term of three years. The Executive Committee will address the designation of the Operations Manager at its in-person annual meeting in the year preceding the expiration of the current Operations Manager's term. The Operations Manager position may rotate to one of the other federal law enforcement agencies.
- O. The Operations Manager will be co-located in the Strike Force facility and shall not have any additional duties that would interfere with his/her full-time responsibilities to manage the Strike Force.
- P. For the successful operation of the OCDETF BOSTON SF, the Operations Manager will partner with the LSFA, who often has unique insights into the United States Attorney's priorities and strategies as a representative of the Attorney General. The decision-making for the management of the OCDETF BOSTON SF will be a shared/joint responsibility of the

LSFA and the Operations Manager. The Operations Manager and LSFA are accountable to the OCDETF BOSTON SF Executive Committee for their respective roles in the management and leadership of the Strike Force.

- Q. The Operations Manager will collaborate with the Operations Committee and will be subject to oversight by the Executive Committee.
- R. The Executive Committee may designate a representative from the supervisory personnel from Drug Enforcement Administration, Federal Bureau of Investigation, or Homeland Security Investigations to serve as the Deputy Operations Manager at the OCDETF BOSTON SF for a term of three years. The Deputy Operations Manager will assist the Operations Manager and may not be from the same agency as the Operations Manager.
- S. The Operations Manager and Deputy Operations Manager positions shall be at the GS-14 level or greater.
- T. The Operations Manager (with assistance from any Deputy Operations Manager) shall:
  - 1. Be responsible for the administrative management and interagency coordination of the participating agencies in the OCDETF BOSTON SF and the SF physical space and related issues (i.e., lease/rent, IT matters, building utilities, infrastructure, maintenance, sanitation, office supplies, parking, etc.);
  - 2. Coordinate matters relating to the annual and supplemental budgets of the OCDETF BOSTON SF in consultation and coordination with the LSFA; and
  - 3. Jointly with the LSFA, be responsible for all reporting requirements, including annual and quarterly reports to the OCDETF Executive Office and Regional Director, and an annual report to the OCDETF BOSTON SF Executive Committee.

#### Operations Committee

- U. The OCDETF BOSTON SF will include an Operations Committee. The Drug Enforcement Administration, Federal Bureau of Investigation, and Homeland Security Investigations shall each designate an Assistant Special Agent in Charge (ASAC) or the equivalent to serve on the Operations Committee. The United States Marshals Service and Massachusetts State Police shall also designate a high-level supervisor to serve on the Operations Committee. The Operations Manager shall serve on the Operations Committee. The LSFA serves as the Chair of the Operations Committee.
- V. The Operations Committee shall report to the Executive Committee and shall be responsible for operational oversight of investigations and setting OCDETF BOSTON SF investigative priorities consistent with the OCDETF BOSTON SF mission, the OCDETF Co-located Strike Force Initiative Guidelines, and the OCDETF Program.

- W. The Operations Committee will be responsible for operational issues including, but not limited to, determining targeting priorities, prosecution/declination matters, coordination of prosecutorial priorities with other prosecution authorities, and leveraging SF resources with the OCDETF Executive Office, the OCDETF Regional Director, and the OCDETF LTFA. Operational authority is **not** tactical authority. Tactical decision-making authority (i.e., when/how to execute a search warrant, what investigative tools to use or managing surveillance, etc.) rests with law enforcement group supervisors in direct command of enforcement groups and their respective chains-of-command.
- X. The Operations Committee shall participate in the coordination of all OCDETF BOSTON SF investigations. The Operations Committee shall ensure that all Strike Force personnel comply with home agency guidance on information sharing and utilize all relevant law enforcement intelligence and targeting centers available to them to illuminate all criminal networks. This will ensure that the OCDETF BOSTON SF's investigations and cases proceed in accordance with its core mission, OCDETF Program Guidelines, and OCDETF Co-located Strike Force Initiative Guidelines.
- Y. The Operations Committee shall work together to resolve any disputes through consensus of the members of the Operations Committee. The LSFA will also serve as an intermediary to resolve any potential operational conflicts between participating agencies. If a dispute cannot be resolved by the Operations Committee, the matter shall be presented to the Executive Committee for resolution.

#### **Enforcement Group Supervisors**

- Z. The Drug Enforcement Administration, Federal Bureau of Investigation, and Homeland Security Investigations shall designate Enforcement Group Supervisors (Supervisors) for the OCDETF BOSTON SF Enforcement Groups where such agencies have assigned significant personnel. The Supervisors shall be at the GS-14 level or equivalent and shall not be assigned other duties by their parent agency that would interfere with their ability to effectively manage their Strike Force enforcement group.

#### **Enforcement Groups**

AA. The OCDETF BOSTON SF shall be comprised of the following enforcement groups:

##### **DEA Strike Force Group ■ - Supervised by the Drug Enforcement Administration**

Responsible for enforcing controlled substance laws and regulations against the most significant drug trafficking and transnational criminal organizations operating at interstate and international levels. Utilizing confidential source information and conducting undercover investigations targeting controlled substance sources and distributors. DEA will only participate in and support those enforcement groups targeting drug trafficking and related crimes (e.g., money laundering, firearms offenses, drug-related violence).

Group Membership:

- DEA [REDACTED]
- [REDACTED]
- ATF [REDACTED]
- Internal Revenue Service (IRS) [REDACTED]
- Massachusetts State Police – [REDACTED]
- Brookline Police Department – [REDACTED]
- Natick Police Department – [REDACTED]
- Newton Police Department [REDACTED]
- Waltham Police Department – ([REDACTED])

FBI Strike Force Squad [REDACTED] - Supervised by the Federal Bureau of Investigation

Conducts complex, intelligence driven investigations utilizing sophisticated techniques to disrupt and dismantle regional, national, and international criminal organizations responsible for the importation and distribution of illegal narcotics, and the laundering of the illegal proceeds generated by that activity. These investigations are designed to be worked as multi-agency efforts, with the express intention of being approved as OCDETF investigations, and with the goal of tying them to Regional Priority Organization Targets (RPOTs) or Consolidated Priority Organization Targets (CPOTs). The FBI squad, in conjunction with the HSI squad assigned to the Boston OCDETF Strike Force, comprise the Greater Boston High Intensity Drug Trafficking (HIDTA) Task Force.

Group Membership:

- FBI – [REDACTED]
- [REDACTED]
- Massachusetts Department of Correction – [REDACTED]
- Massachusetts Norfolk County Sheriff's Office – [REDACTED]
- Massachusetts State Police – [REDACTED]
- Concord Police Department – [REDACTED]
- Hudson Police Department – [REDACTED]
- Peabody Police Department – [REDACTED]
- Reading Police Department – [REDACTED]
- Stoneham Police Department – [REDACTED] tor
- Waltham Police Department – ([REDACTED])
- Watertown Police Department – [REDACTED]

HSI Strike Force Group - Supervised by the Homeland Security Investigations (HSI)

Shall identify, disrupt, and dismantle TCOs engaged in the regional, national, and cross border shipment of controlled substances, as well as the laundering of money through bulk cash smuggling and other sophisticated techniques. Additionally, the group shall work to identify, disrupt, and dismantle poly-criminal TCOs that are engaged in non-drug centric crimes, including weapons smuggling, human trafficking, human smuggling, money laundering, and other crimes.

Group Membership:

HSI – [REDACTED]

Customs and Border Protection (CBP) – [REDACTED]

Massachusetts State Police – [REDACTED]

Andover Police Department – [REDACTED]

Boston Police Department – [REDACTED]

Franklin Police Department – [REDACTED]

Milton Police Department – [REDACTED]

**Article VI. OPERATIONAL AND ADMINISTRATIVE PROCEDURES**

- A. The OCDETF BOSTON SF shall comply with all policies and procedures of the OCDETF Program, including the OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines,<sup>1</sup> as issued by the OCDETF Executive Office and the New England Regional Coordination Group (defined in the OCDETF Program Guidelines). The OCDETF Program Guidelines and OCDETF Co-located Strike Force Initiative Guidelines are incorporated herein and can be accessed via an OCDETF Management Information Systems (MIS) account.
- B. The Bureau of Alcohol, Tobacco, Firearms and Explosives; Customs and Border Protection; Drug Enforcement Administration; Federal Bureau of Investigation; Homeland Security Investigations; Internal Revenue Service; and United States Marshals Service may assign Special Agents, Diversion Investigators, and U.S. Marshals Service Inspectors or Deputy Marshals (collectively described as “investigators”) to the OCDETF BOSTON SF. The Bureau of Alcohol, Tobacco, Firearms and Explosives; Customs and Border Protection; Drug Enforcement Administration; Federal Bureau of Investigation; Homeland Security Investigations; Internal Revenue Service; and United States Marshals Service may deputize state or local law enforcement officers to serve as federal Task Force Officers assigned to the OCDETF BOSTON SF on a full-time or case-specific basis, provided that:
1. The deputizing federal agency is a member of the OCDETF BOSTON SF;
  2. The deputizing federal agency has at least one federal agent assigned to the OCDETF BOSTON SF; and
  3. The state or local law enforcement officer(s) remains in good standing with the deputizing federal agency.

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<sup>1</sup> This compliance specifically encompasses information within the OCDETF Co-located Strike Force Initiative Guidelines outlined in Chapter 6 concerning performance management, accountability, and reporting requirements and in Chapter 7 concerning Freedom of Information Act, Strike Force visits, and Media/Press.

- C. As required by OCDETF Program Guidelines and consistent with OCDETF priorities, personnel assigned to the OCDETF BOSTON SF shall include a financial investigation as part of each case.
- D. Deputized Task Force Officers shall adhere to all the policies and procedures of the deputizing federal agency except where the federal agency's policies and procedures are in conflict with the state/local agency's policies and procedures. In these instances, any conflict shall be resolved by the Special Agent in Charge of the deputizing federal agency and the chief law enforcement officer of the participating state or local law enforcement agency. Failure to comply with any of the policies and procedures of the parent agency may be grounds for disciplinary review by the parent agency concerned.
- E. Each agency employee assigned to the OCDETF BOSTON Strike Force will remain subject to the personnel rules, regulations, laws, and policies applicable to his or her respective agency. All complaints, allegations, or information relative to misconduct or breaches of integrity involving OCDETF BOSTON Strike Force members while in the performance of their Strike Force duties will be investigated by and in accordance with the rules and guidelines of the employee's parent agency. All participating agencies agree that their respective employees shall cooperate in any resulting internal investigation conducted by the employees' parent agency. An informational notification will be made to the Operational Manager and Lead Strike Force Attorney of the OCDETF BOSTON Strike Force in all such instances. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. The parties cannot guarantee the United States will provide legal representation to any federal, state, or local law enforcement officer or employee.
- F. All members of the OCDETF BOSTON Strike Force shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, as incorporated in the Civil Rights Act of 1991, and requirements imposed by, or pursuant to, the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. part 42, Subparts C, D, F and G; 28 C.F.R. 50.3 (1991).
- G. All investigative reports should be prepared utilizing federal investigative case management system(s), utilizing appropriate case report numbers. The participating agency(ies) should share investigative reports, findings, intelligence, etc. in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there should be no duplication of reports, but rather a single report prepared by a designated individual, which can be duplicated as necessary. Every effort should be made to document investigative activity on Federal Agency Reports of Investigation (ROI) This section does not preclude the necessity of individual Strike Force members, to include TFOs, from completing forms required by their employing agency. Further use, dissemination, or disclosure of SF generated reports may only occur with the express written permission of the agencies from whom such information is derived.
- H. In the event of a substantiated complaint of misconduct or breach of integrity, all determinations of financial liability and/or disciplinary action will be made by the parent agency of the member(s) concerned.

- I. In the event of an agent/officer shooting or other critical incident involving member(s) of the OCDETF BOSTON Strike Force, which is the direct result of a Strike Force investigation, the agency with primary jurisdiction (meaning that agency whose agent/officer was involved in the shooting or other critical incident or the agency with geographical jurisdiction), will conduct the criminal investigation or designate the agency that will conduct the investigation. The agency with primary jurisdiction agrees to allow any other OCDETF BOSTON Strike Force participating agency involved in the incident to conduct a collateral administrative investigation provided the collateral investigation does not interfere with or jeopardize the primary investigation. If more than one agency is involved in a shooting or other critical incident, the agencies may agree to share any information resulting from the collateral investigation(s), consistent with the sharing agency's rules and regulations. Each respective agent/officer's deadly force policy will be in effect for their OCDETF BOSTON Strike Force members. A criminal or administrative investigation of a Strike Force member involved in a shooting or other critical incident as described in this paragraph is not intended to replace or otherwise substitute for an investigation by the appropriate local law enforcement agency where the shooting occurs.
- J. Information should be freely shared among the participating agencies and Strike Force members, with the understanding that all information will be kept strictly confidential and will only be used in furtherance of criminal investigations or to support related criminal prosecutions. No information gathered during the course of Strike Force operations, to include communications between Strike Force members, may be disseminated to any third party, non-Strike Force member, to include the media, by any member without the express permission of the federal investigative agency responsible for such information, obtained from that agency(ies) Special Agent in Charge or his/her designee.
- K. Body Worn Cameras

In accordance with the Memorandum from Deputy Attorney General Lisa Monaco, *Body-Worn Camera Policy, June 7, 2021*, Department of Justice law enforcement agents are required to wear and activate body-worn cameras (BWCs) for purposes of recording their actions during: 1) a pre-planned attempt to serve an arrest warrant or other pre-planned arrest; or 2) the execution of a search or seizure warrant or order. Agents and TFOs from participating Strike Force agencies will follow their sponsoring federal agency's policies and procedures regarding BWC use and activation, as well as retention and dissemination of any BWC recordings. As an example, DEA agents and TFOs will follow DEA policies concerning the operation of BWCs, and the retention, dissemination and release of BWC recordings, including BWC recordings captured during the course of a critical incident.

#### **Article VII. GENERAL PROVISIONS**

- A. This OCDETF BOSTON SF MOU shall be effective upon execution (signature) by all parties listed as signatories hereto. This MOU will remain in effect until such time as all parties:

1. Enter into a new MOU;
  2. Revise the MOU in writing;
  3. Rescind this MOU in writing within 180-days' advance written notice to the Executive Committee; or
  4. The SF is disbanded by the OCDETF Director with 180-days' advance written notice to the Executive Committee. If the Strike Force is disbanded, the former SF will no longer receive any OCDETF funding or equipment and will no longer use any OCDETF signage or seal(s). Further, if disbanded, OCDETF may not support investigations or prosecutions from the former SF and may not support state/local overtime expenses associated with investigations generated by the former SF. Any party, other than OCDETF, may terminate its individual involvement in this MOU with or without cause by giving 90 days' advance written notice to the Executive Committee.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of any party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this MOU. This MOU shall not be construed as, or deemed to be, an MOU for the benefit to any third parties and no third parties shall have any right of action hereunder for any cause whatsoever.
- C. This MOU constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this MOU shall be enforceable unless such amendment or modification is in writing and approved by official action of all parties to this MOU.
- D. If any provision of the MOU is held to be unenforceable for any reason, the remainder of this MOU shall remain in full force and effect and enforceable in accordance with its terms.
- E. Nothing in this MOU shall constitute an agreement for, or provision of, the obligation or exchange of funds between the participating agencies, nor does it make any commitment of funds or resources except as outlined in the MOU. All participating agencies will be responsible for fiscal obligations incurred by their personnel on investigations not directly related to OCDETF BOSTON SF operations while a member of the SF.
- F. During the period of assignment to the OCDETF BOSTON SF, all participating state and local agencies will remain responsible for establishing the salary and benefits, including overtime, of their officers assigned to the OCDETF BOSTON SF and for making payments due to them. Any participating state or local agency may enter into an agreement with an eligible sponsoring federal agency and the OCDETF Executive Office pursuant to the OCDETF State and Local Overtime and Authorized Expense Program for reimbursement of the actual overtime wage payments made to participating state and local officers assigned to the OCDETF BOSTON SF (the Sponsoring Agreement). All Sponsoring Agreements must be approved by the OCDETF Executive Office and are

subject to availability of funds from the New England Regional Coordination Group.

- G. State and Local participating agencies shall maintain on a current basis complete and accurate overtime records and accounts of all obligations and expenditures of overtime funds under the Sponsoring Agreement in accordance with generally accepted accounting principles and instructions provided by the OCDETF Executive Office to facilitate onsite inspection and auditing of such records and accounts.
- H. Participating state and local agencies shall permit and have readily available for examination and auditing by the OCDETF BOSTON SF Executive Committee, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to the Sponsoring Agreement. In addition, all participating agencies shall maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six years and three months after the close of each fiscal year, whichever is later.
- I. Participating state and local agencies will not charge any indirect cost rate to any other participating agency, for the administration or implementation of this MOU during the time thereof.
- J. The participating state and local agencies agree that an authorized officer or employee will execute and return to the Operations Manager an OJP Form 406116, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug- Free Workplace Requirements. The participating state and local agencies acknowledge that the Sponsoring Agreement will not take effect and no federal funds will be awarded to the participating state and local agency until the completed certification is received.
- K. All equipment purchased with OCDETF resources on behalf of the OCDETF BOSTON SF by its participating agencies must be made available for sole use by the OCDETF BOSTON SF. Equipment purchased must follow the participating agency's procurement, usage, and retirement procedures but usage for the entirety of the equipment's lifecycle must solely be for the OCDETF BOSTON SF.
- L. The parties agree that written concurrence of the OCDETF Director or his/her designee is required prior to modification or reallocation of resources within the OCDETF BOSTON SF, as well as any changes to this MOU. This includes, but is not limited to, the adding or changing of the make-up of any enforcement group(s) or change in the OCDETF BOSTON SF mission, the relocation of any enforcement groups, or any other change to the structure or operations of the OCDETF BOSTON SF. Similarly, no alterations to resource allocations are permitted without written concurrence of the OCDETF Director. Written concurrence of the OCDETF Director or his/her designee is not required, but 90 days' notice is, prior to the withdrawal of any participating agency from this MOU.
- M. Participating agencies shall provide vehicles for officers and agents assigned to the

OCDETF BOSTON SF. Participating agencies are responsible for gasoline, routine maintenance, repairs, and other costs associated with these vehicles. Participating agencies are also responsible for firearms, ammunition, protective gear, and other equipment necessary for the proper performance of their personnel assigned to the OCDETF BOSTON SF.

- N. Should the signatories to this MOU agree to disband the OCDETF BOSTON SF, this MOU may be rescinded in its entirety with 180-days' advance written notice to the Executive Committee, which, in turn, will consult with the OCDETF Executive Office. Upon receipt of such a Notice of Intent to Disband, a dissolution date will be set by the OCDETF BOSTON SF Executive Committee. Billings for all outstanding obligations shall be received by the Operations Manager within 90 days following the dissolution date set by the Executive Committee.
- O. Any participating agency may, at its discretion, elect to self-terminate from this MOU and withdraw from the underlying Strike Force. An agency which elects to self-terminate shall endeavor to provide at least 90 calendar days prior written notice to the Executive Committee and will be removed without the need for a vote. Self-termination shall not occur during an ongoing investigation involving the participating agency.<sup>2</sup> If self-termination occurs prior to the completion of a prosecution and sentencing, the self-terminating agency will continue to make its enforcement personnel available to the appropriate prosecuting office and prosecutors for the duration of the proceeding and any appeals.
- P. Unless otherwise agreed to by the OCDETF BOSTON SF and the fiduciary, if any, each agency participating in this MOU shall be solely responsible for any and all costs and expenses incurred to accomplish its responsibilities under this MOU, and each participating agency shall obtain all necessary approvals and/or appropriations from its governing bodies and/or executive officers to accomplish such responsibilities in a timely manner. Each agency participating in this MOU shall be solely responsible for providing any and all labor that may be necessary to accomplish its responsibilities under this MOU, whether through employees, agents, contractors, volunteers, and/or other third parties. Each agency participating in this MOU shall be responsible for creating and maintaining all required records in the course of accomplishing its responsibilities under this MOU.
- Q. Any notice required to be delivered by this section shall be deemed to have been received when the notice has been communicated successfully by the OCDETF Director, the Chair (or Co-Chairs if more than one) of the OCDETF BOSTON SF Executive Committee, the Special Agents in Charge (SAC) from any participating federal agency, the United States Marshal(s), the Director(s) of any participating HIDTA(s), or the senior official (Chief, Sheriff, Commander, Director, etc.) from any participating state or local agency.
- R. Officers of federal, state, and local enforcement agencies assigned to the OCDETF BOSTON SF shall work with Assistant United States Attorneys in civil, criminal, and/or parallel forfeiture proceedings.

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<sup>2</sup> An investigation is ongoing until prosecutors file a criminal charging document.

**Article VIII. ASSET FORFEITURE AND SHARING**

- A. Assets seized during OCDETF BOSTON SF investigations will be forfeited pursuant to federal law and regulations. Forfeited assets will be shared equitably among the agencies participating in BOSTON SF and with any other assisting law enforcement agency, taking into account each agency's contribution to the investigation producing the forfeiture, consistent with the policies for equitable sharing developed by the Department of Justice and/or the Department of Treasury. Each participating agency retains its authority to seize and forfeit assets in accordance with its own legal authority, policy and guidelines.
1. If the lead agency for an investigation is a DOJ component agency or is a DOJ Participant agency, then the asset will be processed pursuant to the DOJ guidelines. If the lead agency is a Treasury component agency or a Treasury Participant agency, then the asset will be processed pursuant to the Treasury guidelines. If neither, then the Operations Manager and the LSFA will decide after consulting with the non-DOJ/Treasury Lead Agency. The lead agency for an investigation will be determined by which Strike Force Group the lead investigator is assigned at the beginning of the investigation.
  2. Equitable sharing of forfeited assets with state and local agencies, and a federal agency's use of the Federal Contribution Form, shall follow the joint DOJ and Treasury guidelines for equitable sharing. Those guidelines are published in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (March 2024) (hereinafter referred to as DOJ/Treasury Guide), and may be supplemented or changed by the Attorney General or the Secretary of the Treasury. The joint guidelines address all major aspects of equitable sharing with state and local agencies, and the use of the Federal Contribution Form by federal agencies. The Strike Force understands that for its member law enforcement agencies to receive shared funds, the member agency must be compliant with Program guidelines and reporting requirements. Each member agency's Agency Head and Governing Body Head must annually sign the member agency's Equitable Sharing Agreement and Certification (ESAC). By signing and submitting the ESAC, each member agency and its jurisdiction agree to abide by all policies set forth in the current DOJ/Treasury Guide and all subsequent updates.
  3. Financial Management Requirements: Equitable sharing funds are awarded to each member agency to be spent at the discretion of the recipient agency. All federally shared funds received by each member agency will be maintained in separate revenue accounts/accounting codes by each member agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.
  4. Equitable sharing (or distributions to another federal agency using the Federal Contribution Form), may occur using one of two methods: (1) based upon each agency's direct contribution to the seizure and forfeiture based upon their work hours

- and qualitative factors; or (2) in accordance with pre-determined sharing percentages as stipulated in this MOU.
- a. This OCDETF BOSTON SF MOU will determine sharing (distributions) based upon Work Hours and Qualitative Factors.
  - b. Percentages allocated to a law enforcement agency must bear a reasonable relationship to the agency's direct participation in the law enforcement effort resulting in the federal forfeiture. The deciding authority ordinarily determines percentages by comparing the number of work hours expended by each agency participating in the federal forfeiture, including all federal, state, local, and tribal agency contributions.
  - c. Where the work hours alone do not reflect the contribution of a law enforcement agency, the deciding authority considers qualitative factors in making adjustments to the sharing percentage. For examples of qualitative factors the deciding authority will consider, see the above referenced DOJ/Treasury Guide to Equitable Sharing. Qualitative factors may warrant an increase or decrease in the percentage awarded to an agency. The deciding authority has discretion to determine on a case-by-case basis whether and how much to adjust the sharing allocation.
5. No sharing request or recommendation, including shares listed in this MOU, or any other agreement, is final until approved by the federal deciding authority.
- B. In cases involving foreign assistance, domestic sharing occurs after all international sharing is completed. In addition, the task force understands that sharing is only available from remaining net proceeds after recovery of government expenses and payment of victim compensation.
- C. In the event that the OCDETF BOSTON SF is disbanded, all awarded funds remain with the member agencies, in accordance with Department of Justice Criminal Division's Money Laundering and Asset Recovery Section (MLARS) or Department of the Treasury Executive Office for Asset Forfeiture (TEOAF) procedures.

**Article IX. FIDUCIARY**

- A. The [REDACTED] (hereinafter referred to as the "Fiduciaries") are the designated fiduciaries for the OCDETF BOSTON SF. The Fiduciaries provide administrative and enforcement infrastructure support to the OCDETF BOSTON SF.
- B. The parties agree that the Fiduciaries shall each be entitled to a pre-determined 2% equitable share of every asset where the OCDETF BOSTON SF is eligible for a share. However, if a non-MOU member receives an equitable share based upon their contribution, then the Fiduciary's 2% share shall be reduced proportionately (e.g., if the fiduciary's pre-determined

percentage is 5%, and the non-participating agency receives 50% based upon their contribution, then the fiduciary's share will be 2.5%). The Fiduciary's predetermine percentage (whether it be 5% or a reduced amount as indicated in above example), will be in addition to the share the fiduciary would otherwise receive for its specific non-fiduciary contribution to the seizure and forfeiture based upon work hours and qualitative factors.

- C. The fiduciary sharing percentage for will be approved annually by the Strike Force Executive Committee, with input from the Operations Managers and the LSFA. The Executive Committee's decision is subject to review and concurrence of the OCDETF Executive Office. However, the final decision will rest with the fiduciary's sharing percentage will be memorialized in writing as an addendum to this MOU and signed by all parties, as well as the OCDETF Director or designee.
- D. On or before December 31 of each year, the Fiduciaries, agree to provide the OCDETF BOSTON SF with financial records to document all payments made to or for the OCDETF BOSTON SF, or any payments made to fund any operational expenses of the OCDETF BOSTON SF. In no event will any designated Fiduciary, charge any indirect cost rate to any participating agency, for the administration or implementation of this MOU. Authorized representatives of the Fiduciary Agencies have signed a Fiduciary Agreement attached as an Addendum to this MOU.

**Article X. FREEDOM OF INFORMATION ACT POLICY**

- A. The information contained in this document is law enforcement sensitive and for official use only. The information contained in this document is subject to the access and release provisions of the Freedom of Information Act (FOIA), 5 U.S.C. § 552 and the Privacy Act of 1974, and retention provisions of the Federal Records Act, 44 U.S.C. Chap. 31.
- B. The LSFA and Operations Manager shall jointly and promptly forward all FOIA requests about OCDETF BOSTON SF management or operations to OCDETF FOIA within the Executive Office at [ocdetf.foia@usdoj.gov](mailto:ocdetf.foia@usdoj.gov) for processing pursuant to the relevant Department of Justice guidelines.
- C. Any information gathered during the course of Strike Force operations, to include communications between Strike Force members, that is the subject of a FOIA request will only be released pursuant to Department of Justice guidelines, which include a consultation with the participating agency that originated the information subject to release. The participating SF agency that originated the information subject to release will apply appropriate redactions to the information, in consultation with their agency counsel and with the Department of Justice.

**Article XI. STRIKE FORCE VISITOR POLICY**

- A. The parties agree that to ensure proper coordination within the Department of Justice and with and through all interagency partners, all visits to the OCDETF BOSTON SF by

senior officials will be coordinated with the OCDETF Executive Office.<sup>3</sup>

- B. Senior officials include, but are not limited to, United States Attorneys, all members of the Senior Executive Service, Special Agents in Charge of federal law enforcement agencies, Flag/General Officers of any branch of the U.S. Military, senior leaders of multi-agency centers, high-ranking officials/officers of foreign law enforcement partners, and elected officials.
- C. The LSFA and Operations Manager will jointly provide notice to the OCDETF Executive Office regarding such visits no less than seven days prior to the scheduled visit.

#### **Article XII. MEDIA/PRESS POLICY**

- A. The parties agree that the OCDETF BOSTON SF will follow the Department of Justice's media policy and guidelines for all investigations that are federal in nature or anticipated to be prosecuted by the U.S. Attorney's Office. Any OCDETF BOSTON SF participating agency must coordinate with the Public Information/Affairs Officer in the U.S. Attorney's Office to arrange any media availability, statements, interviews, press releases, or press conferences. The U.S. Attorney's Office will coordinate any media availability, statements, interviews, press releases, or press conferences with the OCDETF Executive Office.
- B. The parties agree that any press release or statement made by any member agency that discusses an OCDETF BOSTON SF investigation will contain the following language (as previously approved by the DOJ Office of Public Affairs) to ensure all members are acknowledged, regardless of whether they were an active participant in the instant investigation:

*This [insert operation/prosecution/other law enforcement activity] is part of an Organized Crime Drug Enforcement Task Forces (OCDETF) Strike Force Initiative, which provides for the establishment of permanent multi-agency task force teams that work side-by-side in the same location. This co-located model enables agents from different agencies to collaborate on intelligence-driven, multi-jurisdictional operations to disrupt and dismantle the most significant drug traffickers, money launderers, gangs, and transnational criminal organizations.*

**The OCDETF BOSTON SF is comprised of agents and officers from Drug Enforcement Administration; Federal Bureau of Investigation; Homeland Security Investigations; Bureau of Alcohol, Tobacco, and Firearms; Customs and Border Protection; United States Marshals Service; Internal Revenue Service; Massachusetts State Police; Massachusetts Department of Correction; Norfolk County (Massachusetts) Sheriff's Office; Andover Police Department; Boston Police Department; Brookline Police Department; Concord Police Department; Franklin Police Department; Hudson Police Department; Milton Police Department; Natick Police Department; Newton Police Department; Peabody**

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<sup>3</sup> This mandatory notice provision does not apply to members of the OCDETF BOSTON SF Executive Committee.

**Police Department; Reading Police Department; Stoneham Police Department; Waltham Police Department; and Watertown Police Department and the prosecution is being led by the Office of the United States Attorney for the District of Massachusetts.**

**Article XIII. [RESERVED FOR ADDITIONAL PARTICULAR PROVISIONS]**

- A. [Reserved]**
- B. [Reserved]**
- C. [Reserved]**

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed each signature to be considered as an original by their authorized representative, on the date affixed to the right of their signature.

\_\_\_\_\_  
Joshua Levy  
Acting United States Attorney  
District of Massachusetts

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas W. Padden, Acting Director  
OCDETF Executive Office  
U.S. Department of Justice

Date: \_\_\_\_\_

(Additional signature blocks attached to this MOU.)

\_\_\_\_\_  
James M. Ferguson  
Special Agent in Charge  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Date: \_\_\_\_\_

\_\_\_\_\_  
Jennifer De La O  
Director of Field Operations  
Customs and Border Protection

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen P. Belleau  
Acting Special Agent in Charge  
Drug Enforcement Administration

Date: \_\_\_\_\_

\_\_\_\_\_  
Jodi Cohen  
Special Agent in Charge  
Federal Bureau of Investigation

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael J. Krol  
Special Agent in Charge  
Homeland Security Investigations

Date: \_\_\_\_\_

\_\_\_\_\_  
Harry Chavis  
Special Agent in Charge  
Internal Revenue Service

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter Marketos  
Assistant Director Investigative Operations Division  
United States Marshals Service

Date: \_\_\_\_\_

\_\_\_\_\_  
Colonel Geoffrey D. Noble  
Massachusetts State Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Shawn Jenkins  
Commissioner  
Massachusetts Department of Correction

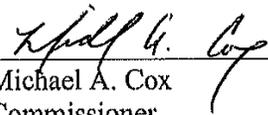
Date: \_\_\_\_\_

\_\_\_\_\_  
Patrick McDermott  
Sheriff  
Massachusetts Norfolk County Sheriff's Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Patrick Keefe  
Chief of Police  
Andover Police Department

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Michael A. Cox  
Commissioner  
Boston Police Department

Date: 11/25/2024

\_\_\_\_\_  
Jennifer M. Paster  
Chief of Police  
Brookline Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Mulcahy  
Chief of Police  
Concord Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Lynch  
Chief of Police  
Franklin Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard DiPersio  
Chief of Police  
Hudson Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
James O'Connor  
Chief of Police  
Stoneham Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
John King  
Chief of Police  
Milton Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
James Hicks  
Chief of Police  
Natick Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
George McMains  
Acting Chief of Police  
Newton Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Griffin  
Chief of Police  
Peabody Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
David Clark  
Chief of Police  
Reading Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin O'Connell  
Chief of Police  
Waltham Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Justin Hanrahan  
Chief of Police  
Watertown Police Department

Date: \_\_\_\_\_



City of Boston, Massachusetts  
Office of the Mayor  
**Michelle Wu**

March 23, 2026

Dear Mr. Clerk:

I hereby appoint **Max Rome of 26 Raymond Street, Boston, MA 02134** as a Constituent Trustee of the Boston Groundwater Trust.

Max Rome will serve until the appointment and qualification of his successor.

This I am appointing Max Rome pursuant to the authority vested in me by Article III, Section 3.1.13 of the Boston Groundwater Trust's Declaration of Trust. Max Rome is an *ex officio* appointee of the Mayor.

Sincerely,

Michelle Wu  
Mayor of Boston



Office of the City Clerk

ALEX GEOURNTAS  
City Clerk

March 16, 2026

To The City Council

Councilors:

In accordance with Chapter 6 of the Ordinances of 1979, I hereby notify you of the following actions taken by the Mayor with regard to the papers acted upon by the City Council at its meeting of March 11, 2026, viz.

**0500** Message and order authorizing the City of Boston to accept and expend the amount of Two Million Three Hundred Fifteen Thousand Nine Hundred Sixty-Six Dollars And Eighty-Eight Cents (\$2,315,966.88) in the form of a grant, the FY26 State Elder Lunch Program Grant, awarded by MA Executive Office of Elder Affairs to be administered by the Age Strong Commission. The grant would fund nutrition services for older adults in the City of Boston, at a rate of \$7.39 per meal for up to 313,392 meals.

**Approved by the Mayor March 16, 2026**

**0501** Message and order authorizing the City of Boston to accept and expend the amount of Ninety-Seven Thousand Dollars (\$97,000.00) in the form of a grant, the FY26 Local Consumer Aid Fund Grant, awarded by MA Attorney General to be administered by the Office of Consumer Affairs & Licensing. The grant would fund staff costs, outreach materials, and operational expenses to conduct the Consumer Affairs program.

**Approved by the Mayor March 16, 2026**

Respectfully,

Alex Geourntas  
City Clerk



March 17, 2026

Alex Geourntas  
Boston City Clerk  
1 City Hall Square  
Boston, MA 02201

Proposed Minor Modification to the Charlestown Urban Renewal Plan, Project No. Mass. R-55,  
with respect to Parcel C-1A

Dear Clerk Geourntas,

In accordance with the policies adopted by the Boston Redevelopment Authority d/b/a the Boston Planning & Development Agency ("BPDA") Board on December 12, 2004 and April 14, 2016, with respect to proposed urban renewal actions of the BPDA, I am hereby notifying the Boston City Clerk that the BPDA proposes to adopt a minor modification to the Charlestown Urban Renewal Plan, with respect to the modification of uses at Parcel C-1A, located at 5 Austin Street in Boston's Charlestown neighborhood.

The purpose of this minor modification is to enable residential, institutional, parking, and commercial uses on Parcel C-1A in connection with the redevelopment of Bunker Hill Mall. The BRA proposes to take action on the minor modification on April 16, 2026.

I enclose a copy of the proposed minor modification resolution. If you have any questions about this matter, please do not hesitate to contact Max Houghton, Policy Specialist, at [max.houghton@boston.gov](mailto:max.houghton@boston.gov). Thank you.

Sincerely,

Kairos Shen  
Director

**RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
RE: MINOR MODIFICATION TO THE CHARLESTOWN URBAN RENEWAL PLAN,  
PROJECT NO. MASS. R-55, WITH RESPECT TO PARCEL C-1A**

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**WHEREAS**, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, was adopted by the Boston Redevelopment Authority (the "Authority") on March 25, 1965, and approved by the City Council of the City of Boston on June 7, 1965, from the Mayor of Boston on June 10, 1965 and from the Commonwealth of Massachusetts on July 6, 1965; (said plan, as previously modified, being herein referred to as the "Plan"); and

**WHEREAS**, Section 1201 of Chapter XII of the Charlestown Plan, entitled "Amendment and Termination," provides that the Charlestown Plan may be modified by the Authority, provided: that any amendment that alters the boundary or basic elements be made in accordance with the Federal, State, and local approvals required by law at the original approval; that no amendment to any provision of Chapter XII shall be effective with respect to any land disposed of or contracted for disposition by the Authority without the consent of the other party or such other party's successors or assigns;

**WHEREAS**, it is the opinion of the Authority that the modification hereinafter provided with the respect to Parcel C-1A in the Charlestown Urban Renewal Plan Area is consistent with the objectives of the Plan and is a minor modification which may be adopted within the discretion of the Authority pursuant to said Section 1201 of Chapter XII of the Plan;

**WHEREAS**, the Authority is cognizant of the requirements of Massachusetts General Laws Chapter 30, Sections 61 through 62H, as amended, and its implementing regulations (collectively "MEPA") with respect to minimizing and preventing damage to the environment; and

**WHEREAS**, the proposed amendment to the Plan is necessary to effectuate the redevelopment of Parcel C-1A; and

**WHEREAS**, the proposed amendment to the Plan is a minor change and may be adopted within the discretion of the Authority pursuant to Section 1201 of Chapter XII of said Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:**

1. That, pursuant to Section 1201 of Chapter XII of the Charlestown Urban Renewal Plan, Project No. Mass. R-55 (the "Plan"), the Plan be, and hereby is, modified as follows:

- a) That Map 2 of the Plan, entitled "Proposed Land Use," is hereby modified by including the Proposed Land Use of Parcel C-1A to allow for Residential, Commercial, Institutional, and Parking Uses;
- b) That Chapter VI, "Land Use and Building Requirements," Section 602, is hereby (i) modified by deleting the "Building Requirements" for said parcel and inserting the following, and further (ii) deemed modified to the extent inconsistent with the following:

Site Designation	Permitted Uses	Minimum Setback (in ft)	Max. Bldg. Height	Max. FAR	Max. Net Density	Min. Parking Ratio
C-1A	Residential, Commercial, Institutional, Parking	AA	AA	AA	AA	AA

- 2. That the proposed modification is found to be a minor modification which does not substantially or materially alter or change the Plan.
- 3. That it is hereby found and determined pursuant to MEPA that the foregoing modification of the Plan, and any proposed development undertaken pursuant thereto, will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment.
- 4. That all other provisions of the Plan not inconsistent herewith be, and hereby are, continued in full force and effect.
- 5. That the Director be, and hereby is, authorized to proclaim by certificate this minor modification of the Plan, all in accordance with the provisions of the

Urban Renewal Handbook, RHM7207.1, Circular dated August, 1974, if applicable.



Boston City Council

**Erin J. Murphy**

*Councilor At-Large*

March 23, 2026

Dear Chief Groffenberger and Director Williamson,

I am requesting a briefing from the Budget Office regarding the recent citywide spending controls and hiring constraints referenced in public reporting.

Specifically, I am seeking to review the memorandum and any related communications issued to department heads, the timeline of when these directives were shared, and the fiscal assumptions informing these decisions. I would also like to better understand how departments have been instructed to plan for or implement potential reductions in spending, staffing, and services.

I have previously requested, through the Council's budget liaison, copies of earlier communications issued to departments regarding budget preparation and potential reductions. This request has been made multiple times, and I am again requesting access to those materials, in addition to the more recent memorandum referenced in public reporting.

As the City Council is responsible for reviewing and approving the City's budget, this information is necessary to support our oversight responsibilities and to prepare for an upcoming hearing on this matter.

Please let me know your availability at your earliest convenience.

Sincerely,

Erin J. Murphy

***Boston City Councilor At-Large***

***Chair of Human Services***



*Boston City Council*

**Erin J. Murphy**

*Councilor At-Large*

## **Councilor Murphy's Statement on Officer-Involved Shooting in Roxbury**

My thoughts are first with the woman who was violently assaulted and carjacked. She was punched in the face, dragged from her vehicle, and left in the street. That is terrifying, and it is something no one in our city should ever have to experience. Too often, the victims of violent crime are an afterthought in these conversations, and that should never be the case.

A Boston police officer responded to that call for help, as they do every day, not knowing what they are walking into. This was a dangerous, fast-moving situation involving a violent crime in progress, not a controlled or predictable encounter.

A life was lost, and that is always serious. But we also have to be honest about the full context. Public reporting shows this individual had a long criminal history, multiple open cases, repeated violations, and was out on bail at the time of this incident. That matters. It matters for public safety, and it matters when we talk about what happened that night. Ignoring those facts does not serve the public, and it does not serve justice.

Officer Nicholas O'Malley has served this city with an excellent record and is widely regarded as a dedicated officer. From everything we know, he was doing the job we ask our police officers to do, responding to a dangerous situation to protect others.

I want to be clear about something. None of us were there in that moment, and none of us had to make the kind of split-second decisions that come with a dangerous, fast-moving situation like this. I am not a prosecutor and I do not have access to all of the evidence, and this case should move through the legal process as it should. I do support the release of body camera footage so the public can better understand what happened, but even with video and hindsight, we should be careful not to assume we would have acted differently. Transparency matters, but it does not replace the reality of what officers face in real time.

My thoughts are also with Officer O'Malley's family. His wife, his young child, and his newborn are now living through something incredibly difficult. They deserve compassion as this process unfolds.

We can support accountability and due process while also standing with the victims of violent crime and recognizing the difficult and dangerous work our officers do every day. Those things are not in conflict.



Office of the City Clerk

ALEX GEOURNTAS  
City Clerk

March 23, 2026

TO THE CITY COUNCIL,

Submitted herewith for your consideration, please find the designation of The Bussey House, 1203-1205 Adams Street, Dorchester, MA 02124.

The foregoing designation was approved by the Boston Landmarks Commission on March 10, 2026 and having been presented to the Mayor was returned signed on March 23, 2026.

In accordance with the provisions of Chapter 772 of the Acts of 1975, as amended, if not acted upon within thirty days (April 22, 2026), the designation shall be deemed as if approved.

Respectfully

Alex Geourntas  
City Clerk

cc Elizabeth Sherva, Director  
Boston Landmarks Commission



The Honorable Michelle Wu  
Mayor of the City of Boston  
Boston City Hall  
Boston, MA 02201

March 11, 2026

**RE: Petition #228.07 - The Bussey House, 1203-1205 Adams St., Dorchester**

Dear Mayor Wu:

On March 10, 2026, the Boston Landmarks Commission unanimously voted to designate the Bussey House in Dorchester as a Landmark under the provisions of Chapter 772 of the Acts of 1975, as amended.

The Bussey House is historically significant to the city of Boston as one of few surviving properties from the 18<sup>th</sup> century associated with an officer from the Revolutionary War, Captain John Bussey (1751-1841). Bussey was also a well-known sea captain on trading vessels during the early 19<sup>th</sup> century.

Despite alterations to the front elevation and an addition to the rear, the ca. 1792 house is sufficiently intact to indicate its 18th-century origins. A house of this age is a rarity in Boston; it may be one of the 50 oldest extant buildings in the city. The Classical Revival storefront for the reading room, as noted in a 1977 inventory form for the Boston Landmarks Commission, is architecturally noteworthy and has acquired significance as a later addition.

The Boston Landmarks Commission asks that you give full consideration to the designation of the Bussey House in Dorchester as a Boston Landmark.

Please don't hesitate to call me at (617) 635-1935 if you have any questions.

Best Regards,



Elizabeth Sherva  
Executive Director  
Boston Landmarks Commission



City of Boston  
Historic Preservation



City of Boston  
Mayor Michelle Wu

Alex Geourntas  
City Clerk, City of Boston  
Boston City Hall - Room 601  
Boston, MA 02201

March 11, 2026

**RE: Petition #228.07 - The Bussey House, 1203-1205 Adams St., Dorchester**

Dear Mr. Geourntas,

On March 10, 2026, the Boston Landmarks Commission unanimously voted to designate the Bussey House in Dorchester as a Landmark under the provisions of Chapter 772 of the Acts of 1975, as amended.

According to the Landmarks Commission's statute, a designation approved by the Commission is presented to the Mayor for signing. If the Mayor approves the designation, they sign and date the provided signature page. If the Mayor disapproves the designation, they return the signature page to the City Clerk with objections noted in writing. If no mayoral action is taken on a designation, it is deemed approved by the Mayor after fifteen days.

The statute states that within thirty days following mayoral approval, the City Council can override a designation by a two-thirds vote. In the absence of City Council action, the designation is approved after the thirty-first day.

I appreciate your supervision of this approval process. Please call me at (617) 635-1935 if you have any questions.

Best Regards,



Elizabeth Sherva  
Executive Director  
Boston Landmarks Commission

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**CITY of BOSTON**

26 COURT STREET, BOSTON, MA 02108 | 617-635-1935 | BLC@BOSTON.GOV

**VOTE OF DESIGNATION BY THE  
BOSTON LANDMARKS COMMISSION**

**PROPERTY:** The Bussey House, 1203-1205 Adams Street, Dorchester (Boston), MA

**STANDARDS AND CRITERIA TO BE APPLIED:**

As described in the section titled "Standards and Criteria" included in the study report for the subject property.

**APPROVED BY THE BOSTON LANDMARKS COMMISSION:**

Date approved: 3/10/2026

Signature:   
(Secretary to the Commission)

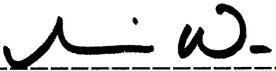
**PRESENTED TO THE MAYOR:**

Date: MAR 11 2026

**DECISION OF THE MAYOR:**

Approved     Disapproved

Date: 3/23/26

Signature:   
(Mayor)

**(OR) DEEMED IN EFFECT WITH NO ACTION BY THE MAYOR:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(City Clerk)

**PRESENTED TO THE CITY COUNCIL:**

Date: \_\_\_\_\_

**DECISION OF THE CITY COUNCIL:**

Approved     Disapproved

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(City Clerk)

**(OR) DEEMED IN EFFECT WITH NO ACTION BY CITY COUNCIL:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(City Clerk)

**VOTE OF DESIGNATION BY THE  
BOSTON LANDMARKS COMMISSION**

**PROPERTY:** The Bussey House, 1203-1205 Adams Street, Dorchester (Boston), MA

**VOTED:** That on March 10, 2026, the Boston Landmarks Commission designates the Bussey House at 1203-1205 Adams Street as a Boston Landmark under Chapter 772 of the Acts of 1975, as amended.

**VOTING IN FAVOR:**

John Amodeo  
John Freeman  
Jeffrey Gonyeau

Jeffrey Heyne  
Felicia Jacques  
Justine Orlando

Brad Walker  
Angela Ward-Hyatt

**VOTING IN OPPOSITION:**

None.

**GENERAL CHARACTERISTICS OF THE SITE:**

The Bussey House is a two-story, five-bay Federal-style house with a Classical Revival shopfront addition and a drive-through porte cochere on the side. While the building has seen some significant alterations to accommodate different uses, the main block retains much of its Federal-era identity, and the Classical Revival shopfront is a significant architectural feature in its own right. The house is prominently sited on Adams Street, with the Classical Revival shopfront directly abutting the sidewalk. It is surrounded on three sides by paved driveway and parking

The Bussey House is historically significant to the city of Boston as one of few surviving properties from the 18<sup>th</sup> century associated with an officer from the Revolutionary War, Captain John Bussey (1751-1841). Bussey was also a well-known sea captain on trading vessels during the early 19<sup>th</sup> century.

Despite alterations to the front elevation and an addition to the rear, the ca. 1792 house is sufficiently intact to indicate its 18th-century origins. A house of this age is a rarity in Boston; it may be one of the 50 oldest extant buildings in the city. The Classical Revival storefront for the reading room, as noted in a 1977 inventory form for the Boston Landmarks Commission, is architecturally noteworthy and has acquired significance as a later addition.

**GENERAL BOUNDARIES OF THE SITE:**

The boundaries of the designated property are limited to the following address and parcel number: 1203-1205 Adams Street, Dorchester, parcel number 1703550000.



## CITY OF BOSTON IN CITY COUNCIL

### ORDER FOR A HEARING REGARDING BOSTON PUBLIC SCHOOLS STUDENT-ATHLETE TRANSFER AND ELIGIBILITY POLICIES

**WHEREAS,** Boston Public Schools serves thousands of student-athletes whose participation in interscholastic sports plays an important role in physical health, academic engagement, social development, and overall student well-being; *and*

**WHEREAS,** Students may seek school transfers for a variety of non-athletic reasons, including academic programming needs, access to specialized supports, health considerations, or family circumstances, and such transfers can unintentionally trigger athletic eligibility reviews governed by strict timelines and administrative requirements; *and*

**WHEREAS,** Eligibility determinations for interscholastic athletics are subject to coordination between Boston Public Schools and external governing bodies, including the Massachusetts Interscholastic Athletic Association, which limits local discretion once deadlines or procedural thresholds have passed; *and*

**WHEREAS,** Concerns have emerged that the current student-athlete transfer and eligibility review framework may allow for arbitrary or inconsistent outcomes, including situations in which eligibility determinations, allegations of recruitment, investigative decisions, and appeals processes lack clear evidentiary standards, publicly available rules, or guaranteed opportunities for students to be meaningfully heard; *and*

**WHEREAS,** Reliance on discretionary judgments, opaque review bodies, limited notice, and appeal mechanisms controlled solely by school administrators may create conditions in which adult actions, retaliation concerns, or fear of reprisal discourage full and fair participation in the process, raising fundamental questions about transparency, due process, and equity for students; *and*

**WHEREAS,** In practice, delays, miscommunication, or actions taken by adults within institutional systems, rather than the conduct of students themselves, may result in students losing athletic opportunities, creating outcomes that disproportionately impact children and undermine the intent of educational and athletic equity; *and*

**WHEREAS,** A review of current policies presents an opportunity to ensure that student-athlete transfer processes are transparent, clearly communicated to families, and centered on fairness, due process, and student well-being, while remaining compliant with applicable regulations; ***NOW, THEREFORE BE IT***

**ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to examine Boston Public Schools' student-athlete transfer and eligibility policies, including implementation practices, communication of deadlines, coordination with external athletic governing bodies, and potential policy reforms to prevent students from bearing adverse consequences due to administrative or adult decision-making. Representatives from Boston Public Schools central administration, including the Boston Public Schools Director of Sports Administration and the Boston Public Schools Sports Administration Review Board, legal counsel, and other relevant stakeholders shall be invited to testify.

Filed on: January 28, 2026

**OFFERED BY COUNCILORS BENJAMIN J. WEBER, JOHN FITZGERALD, BREADON, COLETTA ZAPATA, CULPEPPER, FLYNN, LOUIJEUNE, MEJIA, MURPHY, PEPÉN, SANTANA, AND WORRELL**



**CITY OF BOSTON**  
**IN THE YEAR TWO THOUSAND TWENTY SIX**  
**ORDER FOR A HEARING TO DISCUSS BOSTON'S**  
**FY27 OPERATING BUDGET**

**WHEREAS,** Boston's Fiscal Year 2026 operating budget totalled \$4.8 billion; *and*

**WHEREAS,** Section 6-4.1 of the Boston Municipal Code states that, in accordance to Chapter 486 of the Acts of 1909, the Mayor, not later than May 1 of each year, shall submit to the Boston City Council the annual operating budget of the current expenses of the city and the county for the forthcoming fiscal year; *and*

**WHEREAS,** Mayor Michelle Wu is expected to announce the FY27 operating budget in the second week of April, and the Council is expected to take action on the FY27 operating budget in the first week of June, with expected final action on June 24; *and*

**WHEREAS,** For Fiscal Year 2026, the City Council focused on its priorities of increasing the affordability of housing, quality of life issues, community safety, and college and career readiness; *and*

**WHEREAS,** Fiscal uncertainties, including threats of federal funding cuts, rising costs, and fluctuating property values, have caused the Mayor to advise departments to reduce their budgets by at least 2 percent in FY27 to ensure that the City maintains its AAA bond rating and can cover fixed costs, including health care and long-term liabilities, including pension commitments; *and*

**WHEREAS,** Due to the potentially challenging circumstances that lie ahead, it is incumbent that the Council exercise its oversight of the operating budget to ensure that the City is able to continue to deliver essential City services to the residents of Boston in a fiscally responsible manner; *and*

**WHEREAS,** In previous iterations of the Council rules, the Committee on Ways and Means has had general oversight with respect to City revenues and expenditures and all other component units that comprise the government entity, as defined by the Governmental Accounting Standards Board, and have referred to it all matters concerning appropriations, the City budget, expenditures, and loans; *and*

**WHEREAS,** Traditionally, the Committee introduces a hearing order similar to this one during the last week of January to officially begin deliberations on the Council about the next fiscal year's operating budget, which is the intent of this order; *and*

**WHEREAS,** The City of Boston should continue to invest in its residents with a budget that supports our schools, parks, streets, libraries, housing, climate resiliency, community safety, and more in its FY27 operating budgets. Moreover, it is important that the Council as a body work together to tackle the challenges faced by our City now, which will require us to deliver an operating budget that meets the needs of residents; ***NOW, THEREFORE BE IT***

**ORDERED:** That the appropriate committee of the Boston City Council hold multiple hearings and public testimony sessions regarding City revenues, preliminary plans for the upcoming FY27 operating budget, and that representatives of City of Boston and other interested parties be invited to attend.

Filed on: January 28, 2026

**OFFERED BY COUNCILORS BENJAMIN J. WEBER, JOHN FITZGERALD, BREADON, COLETTA ZAPATA, CULPEPPER, FLYNN, LOUIJEUNE, MEJIA, MURPHY, PEPÉN, SANTANA, AND WORRELL**



## **CITY OF BOSTON**

**IN THE YEAR TWO THOUSAND TWENTY SIX**

### **ORDER FOR A HEARING TO DISCUSS BOSTON PUBLIC SCHOOLS' FY27 OPERATING BUDGET**

**WHEREAS,** Boston Public Schools' Fiscal Year 2026 operating budget totalled more than \$1.5 billion; *and*

**WHEREAS,** Section 6 of Chapter 70 of the Massachusetts General Laws states that each municipality in the Commonwealth shall annually appropriate for the support of public schools in the municipality an amount equal to not less than the sum of the minimum required local contribution; *and*

**WHEREAS,** Section 2 of Chapter 224 of the Acts of 1936 further states that the City Council shall vote on the total amount of the appropriations requested by the Mayor; *and*

**WHEREAS,** Boston Public Schools Superintendent Mary Skipper will present the FY27 budget to the School Committee on the first Wednesday of February; *and*

**WHEREAS,** For Fiscal Years 2025 and 2026, the City Council worked collaboratively with Boston Public Schools starting in January to allow more advocacy from the Council before the School Committee approved the budget in March; *and*

**WHEREAS,** Similar to Fiscal Years 25 and 26, Boston Public Schools is committed to creating a physical budget book for Fiscal Year 2027, which will be similar to BPS budget books from last decade and will allow for more public transparency earlier in the budget process; *and*

**WHEREAS,** Boston Public Schools began actively working on the Fiscal Year 2027 budget starting in the fall of 2026, and the City Council engaged with Boston Public Schools starting in November 2025 to better advocate for priorities of the students in FY27; *and*

**WHEREAS,** In previous iterations of the Council rules, the Committee on Ways and Means has had general oversight with respect to City revenues and expenditures and all other component units that comprise the government entity, as defined by the Governmental Accounting Standards Board, and have referred to it all matters concerning appropriations, the City budget, expenditures and loans; *and*

**WHEREAS,** Traditionally, the Committee introduces a hearing order similar to this one during the last week of January to officially begin deliberations on the Council about the next fiscal year's operating budget, which is the intent of this order; *and*

**WHEREAS,** Facing declining enrollment and the potential loss of federal funding, Boston Public Schools are facing harsh realities that require the need for closures, mergers, and reconfigurations and ultimately a long-term facilities plan in order to ensure that our students, teachers and staff at BPS can be well equipped to receive and provide excellent educational services for all enrolled in Boston Public Schools; ***NOW, THEREFORE BE IT***

**ORDERED:** That the appropriate committee of the Boston City Council hold a policy briefing in February, a working session in early March, multiple hearings in April, and that representatives of Boston Public Schools and other interested parties be invited to attend.

Filed on: January 28, 2026

**OFFERED BY CITY COUNCILORS JULIA MEJIA, MINIARD CULPEPPER, BREADON, COLETTA ZAPATA, DURKAN, FITZGERALD, LOUIJEUNE, MURPHY, PEPÉN, SANTANA, WEBER, AND WORRELL**



**CITY OF BOSTON  
IN CITY COUNCIL**

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**IN THE YEAR TWO THOUSAND TWENTY-SIX**

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**ORDER FOR A HEARING TO REVIEW ADMINISTRATIVE  
TRANSPARENCY, EQUITABLE STUDENT REPRESENTATION, AND  
STUDENT FREEDOMS IN HIGHER EDUCATION**

- WHEREAS,*** The City of Boston is home to many higher education institutions that attract students from across the country and around the world seeking academic opportunity and professional advancement; *and*
- WHEREAS,*** Students at higher education institutions, including Northeastern University, have raised concerns regarding the level of engagement between students and university administrators and the extent to which student perspectives are represented in institutional decision-making; *and*
- WHEREAS,*** Decisions made by a university or college's Board of Trustees can have significant impacts on faculty, students, and staff, yet information about board governance practices, including meeting minutes and board membership, may not always be widely accessible to the broader campus community; *and*
- WHEREAS,*** Members of the campus community have also raised questions regarding institutional policies related to protections for international students, protocols related to federal immigration enforcement, and the availability of resources and information for students and the broader university community; *and*
- WHEREAS,*** Institutions of higher education play an important role in supporting open dialogue, civic engagement, and the exchange of ideas, including the protection of speech, expression, and peaceful demonstration within campus communities; *and*
- WHEREAS,*** The Boston City Council has an interest in understanding how higher education institutions in the City are addressing issues related to

transparency, governance, and student engagement; ***NOW THEREFORE  
BE IT***

***ORDERED:*** That the appropriate committee of the Boston City Council hold a hearing to review issues related to administrative transparency, student representation, and student rights at Northeastern University and other private higher education institutions in the City of Boston. Representatives from student groups, faculty, university leadership, subject matter experts, and members of the public are encouraged to participate.

Filed in Council: March 18, 2026

OFFERED BY COUNCILORS MINIARD CULPEPPER AND BRIAN WORRELL



## **CITY OF BOSTON**

**IN THE YEAR TWO THOUSAND TWENTY SIX**

### **ORDER FOR A HEARING TO EXAMINE DIVERSITY AND REPRESENTATION WITHIN THE BOSTON FIRE DEPARTMENT, INCLUDING LEADERSHIP POSITIONS**

**WHEREAS,** The Boston Fire Department plays a critical role in protecting public safety and serving residents across all neighborhoods of the City of Boston; *and*

**WHEREAS,** A workforce that reflects the racial, ethnic, and cultural diversity of the communities it serves is essential to building trust, improving service delivery, and ensuring equitable public safety outcomes; *and*

**WHEREAS,** Historically, the Boston Fire Department has faced challenges related to diversity and inclusion, particularly in recruitment, hiring, and advancement opportunities for firefighters of color; *and*

**WHEREAS,** While minor progress has been made in diversifying the overall workforce, concerns remain regarding the representation of people of color in leadership roles, including command staff and senior positions within the department; *and*

**WHEREAS,** Individuals of color remain underrepresented in top leadership positions within the Boston Fire Department relative to the diversity of the City of Boston; **NOW, THEREFORE BE IT**

**ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to examine diversity and representation within the Boston Fire Department, including recruitment, hiring, promotion practices, and representation in leadership positions, and that the Boston Fire Department, Boston Fire Commissioner, Office of Diversity and Inclusion, Human Resources Department, Civil Service Commission, relevant labor unions, and other interested parties shall be invited to attend.

Filed on: March 25, 2026

OFFERED BY COUNCILORS MINIARD CULPEPPER AND HENRY SANTANA



## **CITY OF BOSTON**

**IN THE YEAR TWO THOUSAND TWENTY SIX**

### **ORDER FOR A HEARING TO EXAMINE MEASURES TO PREVENT HUMAN AND DRUG TRAFFICKING DURING THE 2026 FIFA WORLD CUP IN BOSTON**

**WHEREAS,** The City of Boston will serve as a host city for matches during the 2026 FIFA World Cup, bringing a significant influx of visitors, workers, and international attention; *and*

**WHEREAS,** The anticipated arrival of large numbers of visitors from across the United States and around the world may create conditions that could be exploited for illicit activities, including human trafficking and increased illegal drug distribution, underscoring the need for coordinated prevention and response efforts by the City; *and*

**WHEREAS,** Large-scale global events can place increased strain on public safety systems and may heighten vulnerabilities among at-risk populations; *and*

**WHEREAS,** Such events can amplify existing risks and require proactive coordination among public safety, public health, and community-based organizations; *and*

**WHEREAS,** The City of Boston, in partnership with state and federal agencies, has a responsibility to ensure that appropriate prevention, enforcement, and victim support measures are in place in advance of and during the World Cup; *and*

**WHEREAS,** Community awareness, interagency collaboration, and resource allocation are critical to safeguarding residents, visitors, and vulnerable populations during this international event; **NOW, THEREFORE BE IT**

**ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to examine the City's preparedness and coordinated efforts to prevent human and drug trafficking during the 2026 FIFA World Cup, including prevention strategies, enforcement plans, public awareness initiatives, and victim support services; and that representatives from the Boston Police Department, the Boston Public Health Commission, the Mayor's Office of Public Safety, the Office of Human Services, the Human Trafficking Division of the Massachusetts Attorney General's Office, the Massachusetts State Police, and other interested parties be invited to attend.

Filed on: March 25, 2026



## CITY OF BOSTON IN CITY COUNCIL

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IN THE YEAR TWO THOUSAND TWENTY-SIX

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### ORDER FOR A HEARING TO AUDIT AND REVIEW THE CITY COUNCIL BUDGET AMENDMENT PROCESS

- WHEREAS,** The Boston City Council is now in its fifth year of carrying out its budget amendment process; *and*
- WHEREAS,** With this relatively new responsibility, the City Council has a duty to reflect upon the lessons learned thus far to ensure that it is carrying out this responsibility as effectively as possible; *and*
- WHEREAS,** A consistent, transparent, and well-defined process is necessary to ensure that budget amendments are evaluated fairly and aligned with citywide priorities; *and*
- WHEREAS,** There is a need to examine how amendments are proposed, reviewed, prioritized, and communicated to ensure clarity for both Councilors and the public; *and*
- WHEREAS,** The accessibility of the process, including opportunities for community input and understanding, is essential to building public trust and equitable participation; *and*
- WHEREAS,** An assessment of implementation is necessary to determine whether approved amendments are funded, executed, and tracked in a timely and accountable manner; *and*
- WHEREAS,** Reviewing outcomes can help identify gaps between intended allocations and actual expenditures, as well as opportunities to strengthen oversight; *and*
- WHEREAS,** The Council's post-audit and oversight responsibilities require an examination of the process to ensure government accountability, transparency, and accessibility that have significant budgetary and government trust implications and impacts;

**NOW THEREFORE BE IT ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to audit and review allocations and expenditures from previous fiscal years' budget amendments approved by the council. That representatives including the City Auditor, the Chief Financial Officer, Boston Public Schools, and other relevant financial officers provide detailed reporting, and that additional stakeholders be invited to share information on how these funds were distributed and the success of these amendments in accomplishing the council's budget priorities.

Filed in Council: March 25, 2026



## CITY OF BOSTON IN CITY COUNCIL

### ORDER FOR A HEARING REGARDING CITYWIDE SPENDING CONTROLS, HIRING CONSTRAINTS, AND FISCAL OUTLOOK ACROSS DEPARTMENTS

**WHEREAS**, recent public reporting has indicated that the Administration has implemented citywide spending controls, including limitations on hiring, overtime, travel, contracts, and other departmental expenditures; and

**WHEREAS**, these directives were communicated to department heads through a centralized memorandum issued by senior members of the Administration, establishing consistent guidance across City departments; and

**WHEREAS**, such directives have significant implications for staffing, service delivery, program operations, and the overall functioning of City government, and may impact the City's workforce as well as the residents who rely on essential services; and

**WHEREAS**, the Boston City Council is responsible for reviewing, approving, and providing oversight of the City's budget, including departmental spending and personnel levels, and requires full transparency to effectively carry out these responsibilities; and

**WHEREAS**, the Boston City Council has not been provided with the memorandum or related communications issued to departments directing these spending controls, nor has the Council been formally briefed or engaged regarding potential reductions in spending, staffing, or services arising from these directives; and

**WHEREAS**, these spending controls are being implemented amid broader fiscal pressures, including rising personnel and benefit costs, the conclusion of federal relief funding, and uncertainty in key revenue sources such as commercial property tax collections; and

**WHEREAS**, clarity is needed regarding when departments were first instructed to prepare for spending reductions or hiring constraints, what assumptions are guiding current fiscal projections, and how decisions are being made to manage potential shortfalls; and

**WHEREAS**, it is critical for the Council and the public to understand the scope, timeline, and anticipated impacts of these measures in order to ensure transparency, accountability, and responsible financial planning;

**NOW, THEREFORE BE IT ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to examine the implementation of citywide spending controls and hiring constraints, including the directives issued to departments, the fiscal conditions necessitating these actions, and the projected impacts on staffing, services, and operations across City government, and to provide timely clarity and accountability from the appropriate members of the Administration.



## CITY OF BOSTON IN CITY COUNCIL

### ORDER FOR A HEARING TO EXAMINE THE DENIAL OF A LONGSTANDING NONPROFIT EVENT PERMIT AND THE CITY'S POLICIES GOVERNING USE OF PUBLIC PARKLAND

**WHEREAS**, Franklin Park and the Emerald Necklace are critical public open spaces serving residents across Boston; and

**WHEREAS**, the Emerald Necklace Conservancy is a longstanding nonprofit partner that supports the maintenance, stewardship, and programming of these parks; and

**WHEREAS**, for more than 21 years, the Conservancy has held its annual “Party in the Park” fundraiser within the park system with permits issued by the City of Boston; and

**WHEREAS**, this annual event has raised over \$11 million since 2003 to support improvements and programming across the Emerald Necklace; and

**WHEREAS**, in 2026, the City of Boston denied the Conservancy’s permit request, citing policy restrictions on private, ticketed events in public parks, representing a significant departure from past practice; and

**WHEREAS**, the Conservancy is currently engaged in litigation with the City of Boston regarding the redevelopment of White Stadium in Franklin Park, raising public concerns about whether the permit denial may reflect a broader breakdown in the City’s relationship with nonprofit partners; and

**WHEREAS**, it is essential that permitting decisions for public spaces be transparent, consistent, and applied equitably to all organizations;

**NOW THEREFORE BE IT ORDERED**, that the appropriate committee of the Boston City Council hold a public hearing to examine the denial of the Emerald Necklace Conservancy’s permit and the City’s policies governing private and nonprofit events in public parks, and that representatives from the Parks and Recreation Department, the Mayor’s Office, and any relevant permitting authorities appear to provide testimony.

**BE IT FURTHER ORDERED**, that the hearing shall include an examination of the history of permits issued for the Emerald Necklace Conservancy’s “Party in the Park” and similar events; the specific rationale for denying the 2026 permit; any recent changes in policy or enforcement practices governing private or nonprofit use of public parks; the role of mayoral or central office review in permitting decisions; and the measures the City takes to ensure fairness, transparency, and consistency across all applicants.

**Filed on:** March 26, 2026

OFFERED BY COUNCILOR EDWARD M. FLYNN



## CITY OF BOSTON

IN THE YEAR TWO THOUSAND TWENTY SIX

### ORDER FOR A HEARING TO DISCUSS CITY SERVICES AND QUALITY OF LIFE CONCERNS IN COPLEY SQUARE

**WHEREAS,** In recent months, residents have raised concerns about the current state of Copley Square - including the general area from the border of the South End going towards the Boston Public Library on Boylston Street; *and*

**WHEREAS,** A major concern that residents have raised concerns about ongoing sanitation issues, including persistent trash accumulation on sidewalks, plazas, and near storefronts and transit entrances, as well as consistent 311 response and enforcement; *and*

**WHEREAS,** There is a glaring need for stronger participation from abutting businesses and improved coordination between City departments and partners, such as the Massachusetts Bay Transportation Authority (MBTA) on trash disposal, as jurisdiction is not always clear for neighbors; *and*

**WHEREAS,** Concerns also remain about the maintenance of sidewalks, lighting, and public infrastructure. What was once an open greenspace for neighbors, Copley Square is now a concrete plaza, with reported plans from the City to include a new greenspace further down the street in the future. Neighbors have reported a lack of landscaping, which can be unsightly for visitors, and may lead to improper storm water absorption; *and*

**WHEREAS,** Ongoing construction and vacant storefronts in the surrounding area have raised questions about the City's investment, maintenance, and the overall condition of the Copley Square, in the areas around Titus Sparrow Park, and through Boylston Street. It's critical that Copley Square be revitalized and receive the appropriate level of care and commitment from the City of Boston; ***NOW, THEREFORE BE IT***

**ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to discuss city services and quality of life issues at Copley Square, and that Boston Public Works, the Massachusetts Bay Transportation Authority (MBTA), Boston 311 and other interested parties shall be invited to attend.

Filed on: March 25, 2026

**OFFERED BY COUNCILOR JULIA MEJIA**



**CITY OF BOSTON  
IN CITY COUNCIL**

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**IN THE YEAR TWO THOUSAND TWENTY-SIX**

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**ORDERED:** That under the provisions of section 17F of Chapter 452 of the Acts of 1948, as amended, and any other applicable provision of law, the Mayor, be, and hereby is, requested to obtain and deliver to the City Council, within one week of the receipt hereof, the following information regarding White Stadium.

1. Please provide any and all documentation and supporting materials related to publicly funded alternative(s) for White Stadium that were considered by the City. Please include authorship(s) of the architect(s) and timestamps.
2. Please provide records of all community meetings and engagement activities related to the White Stadium project, including:
  - Date, time, and format of each meeting
  - Number of attendees
  - Meeting agendas and minutes
  - Materials presented
  - The specific version or design of the White Stadium project presented at each meeting
  - Any additional documentation or summaries generated from these meeting
3. Please provide all available data related to public input on the White Stadium project, including both support and opposition. This request includes:
  - Methodology used to collect input (e.g., surveys, meetings, outreach efforts), including when and how data was collected
  - Survey instruments and all questions as presented to participants
  - Sample size and selection criteria, including how participants were identified and contacted
  - Number and percentage of direct abutters engaged and any available summary of their responses
  - Data disaggregated by project version, where applicable
  - Respondent characteristics, including neighborhood and any available demographic information
  - Identification of responses from direct abutters, where available

- Dates of responses and the method used to collect each response
  - Any additional documentation explaining how public input was analyzed or summarized
4. Please provide documentation detailing the full financial scope of the White Stadium project, including:
- All calculations related to project costs beyond the publicly stated \$135 million
  - Any associated debt service, bond authorizations, interest obligations, or other financing mechanisms
  - Total projected cost over time, including repayment schedules
  - Documentation describing how these costs will be funded
  - The anticipated duration of any repayment obligations
5. Please provide all versions of the following agreements, including documentation of revisions and execution dates:
- Lease agreements between the City of Boston and Boston Unity Soccer Partners, Boston Legacy Football Club, or any related entities
  - Guaranteed Maximum Price (GMP) construction contracts with BOND Building Construction or any related entities

For each document, please include:

- Dates of execution and amendment
- A summary or redline of changes between versions, where available

Filed in Council: March 25, 2026

OFFERED BY COUNCILORS MINIARD CULPEPPER AND BRIAN WORRELL



## **CITY OF BOSTON**

**IN THE YEAR TWO THOUSAND TWENTY SIX**

### **ORDER FOR A HEARING TO EXAMINE THE BOSTON POLICE DEPARTMENT'S PROTOCOLS FOR RELEASING POLICE BODY CAMERA AND DASHBOARD CAMERA FOOTAGE**

**WHEREAS,** The Boston Police Department's current protocols regarding the release of body camera and dashboard camera footage are central to questions of transparency and public trust; *and*

**WHEREAS,** It remains unclear whether consistent, publicly understood policies or protocols exist governing the release of body camera and dashboard camera footage, particularly following incidents involving the use of deadly force; *and*

**WHEREAS,** In the aftermath of recent incidents involving police use of deadly force, including the fatal shooting in Roxbury, community members and elected officials have called for greater access to such footage; *and*

**WHEREAS,** Requests for body camera footage have been denied in certain instances due to ongoing investigations, raising concerns about the balance between transparency and prosecutorial integrity; *and*

**WHEREAS,** Public confidence in law enforcement is strengthened when clear, consistent, and transparent policies govern the release of evidence following critical incidents; *and*

**WHEREAS,** One of the fundamental purposes of police body-worn cameras is to enhance transparency, accountability, and public trust, and the failure to release such footage can undermine these objectives, while the absence of clear protocols may risk misuse of the technology, including disproportionate impacts on over-policed communities, underscoring the need for policies that balance transparency, accountability, and privacy protections; *and*

**WHEREAS,** Body-worn cameras serve to protect both community members and law enforcement by creating an objective record of interactions, helping to corroborate accounts, enhance public confidence, and ensure that both residents and officers are treated fairly; *and*

**WHEREAS,** Public access to information following incidents involving police use of deadly force is essential to ensuring transparency, strengthening community trust, and promoting accountability; **NOW, THEREFORE BE IT**

**ORDERED:** That the appropriate committee of the Boston City Council hold a hearing to examine the Boston Police Department's protocols for releasing body camera and dashboard camera footage, including policies governing access during active investigations and the clarity and consistency of such policies, and that representatives from the Boston Police Department, the Suffolk County District Attorney's Office, the Office of Police Accountability and Transparency (OPAT), community stakeholders, and other interested parties shall be invited to attend.

Filed on: March 25, 2026

OFFERED BY COUNCILORS MINIARD CULPEPPER AND BRIAN WORRELL



## **CITY OF BOSTON**

**IN THE YEAR TWO THOUSAND TWENTY SIX**

### **RESOLUTION CALLING ON THE BOSTON POLICE DEPARTMENT TO UPDATE BODY CAMERA AND DASH CAMERA FOOTAGE RELEASE PROTOCOLS TO INCLUDE ACCESS TO OVERSIGHT ENTITIES FOLLOWING POLICE-INVOLVED SHOOTINGS, MASS SHOOTINGS, AND MAJOR EVENTS**

**WHEREAS**, The City of Boston and its residents continue to grapple with the recent tragic loss of life resulting from an incident involving a police-involved shooting in Roxbury; *and*

**WHEREAS**, The death of Stephenson King and the subsequent criminal charges brought forward, have raised urgent questions from the community regarding transparency and accountability; *and*

**WHEREAS**, Community members have demonstrated courage in coming forward to demand answers and clarity during a period of grief and uncertainty; *and*

**WHEREAS**, Transparency between law enforcement and the public is essential to building and maintaining trust, particularly in communities with longstanding concerns regarding policing practices; *and*

**WHEREAS**, Oversight entities have a responsibility to serve as a bridge between the community and law enforcement and to ensure that processes are transparent, fair, and accountable; *and*

**WHEREAS**, Body-worn cameras serve not only to protect communities, but also to protect law enforcement by providing an objective record of interactions, enabling better assessment of incidents and supporting both accountability and fairness for officers and residents alike; *and*

**WHEREAS**, Access to body camera and dashboard camera footage following police-involved shootings, mass shootings, and major events is critical to understanding the facts, supporting accountability, and maintaining public confidence; **NOW, THEREFORE BE IT**

***RESOLVED:*** That the Boston City Council calls on the Boston Police Department to update its protocols for the release of body camera and dashboard camera footage to include timely access for oversight entities following police-involved shootings, mass shootings, and major events, in a manner consistent with due process, ongoing investigations, and the principles of transparency and accountability.

Filed on: March 25, 2026

OFFERED BY COUNCILOR ENRIQUE J. PEPÉN



## CITY OF BOSTON

IN THE YEAR TWO THOUSAND TWENTY SIX

### RESOLUTION RECOGNIZING CROSSING GUARD APPRECIATION DAY

**WHEREAS,** Crossing guards represent important figures in our communities, working to ensure the safety of children and families on their commutes to and from school; *and*

**WHEREAS,** No matter the weather, crossing guards are usually the first person a student sees as they enter their school building and the last person they see when leaving at the end of the day highlighting their importance in our students' lives; *and*

**WHEREAS,** Working as a crossing guard is a crucial and at times dangerous job, with crossing guards putting themselves into traffic to create safe environments for the students, families, and educators in their community; *and*

**WHEREAS,** The City of Boston should continue to work hard to create safer routes to school and acknowledge the role Boston's crossing guards play in that effort; *and*

**WHEREAS,** The City of Boston faces a shortage of crossing guards, making it important to support the workers we have who are stretched thin; *and*

**WHEREAS,** The Commonwealth of Massachusetts undertakes an annual crossing guard appreciation campaign and encourages residents to recognize, thank, and uplift the hard working crossing guards in their community; *and*

**WHEREAS,** In 2025, Bridget and Gerry Buckley of Charlestown's Warren Prescott School were given honorable mention at the Safe Routes to School Crossing Guard Awards showing Boston's care to the profession; ***NOW, THEREFORE BE IT***

**RESOLVED:** That the Boston City Council honors the important work of crossing guards in the City of Boston and celebrates that work by recognizing March 25th as Crossing Guard Appreciation Day in the City of Boston.

Filed on: March 25, 2026

OFFERED BY COUNCILORS MINIARD CULPEPPER AND JULIA MEJIA



## CITY OF BOSTON

IN THE YEAR TWO THOUSAND TWENTY SIX

### RESOLUTION IN SUPPORT OF H.4683, “AN ACT RELATIVE TO TEACHER PREPARATION AND STUDENT LITERACY”

**WHEREAS,** Strong literacy skills are foundational to student success, academic achievement, and long-term economic opportunity, and early literacy development is one of the most important predictors of educational outcomes; *and*

**WHEREAS,** Ensuring that all students, particularly those in historically underserved communities, have access to high-quality literacy instruction is essential to addressing persistent disparities in reading proficiency and educational attainment; *and*

**WHEREAS,** The bill strengthens teacher preparation and professional development by ensuring educators are equipped with the knowledge and tools necessary to effectively teach reading and support diverse learners in the classroom; *and*

**WHEREAS,** H.4683 also promotes greater accountability, transparency, and data reporting to improve literacy outcomes and support informed decision-making by educators, families, and policymakers; *and*

**WHEREAS,** Investments in evidence-based literacy instruction and teacher preparation will help ensure that all students in the Commonwealth, including those in the City of Boston, are better prepared to succeed academically and beyond; **NOW, THEREFORE BE IT**

**RESOLVED:** That the Boston City Council hereby expresses its strong support for H.4683, “An Act Relative to Teacher Preparation and Student Literacy,” and urges the Massachusetts General Court to pass this legislation to advance student literacy and strengthen educator preparation across the Commonwealth.

Filed on: March 25, 2026

OFFERED BY COUNCILORS SHARON DURKAN AND HENRY SANTANA



## CITY OF BOSTON IN CITY COUNCIL

### RESOLUTION RECOGNIZING MARCH 31, 2026 AS TRANSGENDER DAY OF VISIBILITY

**WHEREAS,** All genderqueer, non-binary, and transgender people deserve the right to live, be seen and express their gender freely without persecution; *and*

**WHEREAS,** Transgender and non-binary individuals continue to face discrimination and challenges to their fundamental civil rights, including unacceptable acts of violence, especially against transgender women of color; *and*

**WHEREAS,** Transgender Day of Visibility celebrates the joy, strength, and resiliency of transgender people and gender non-binary people around the world who too often risk losing their jobs, relationships, and even their lives simply for being their authentic selves; *and*

**WHEREAS,** Transgender Day of Visibility, an international holiday, was first created by American trans activist Rachel Crandall Crocker, who called on allies and advocates to shift the narrative by celebrating transgender lives in their fullness, including their many contributions to society, while encouraging festivities that honor all transgender individuals and recognize that not everyone in the community can or wants to be visible; *and*

**WHEREAS,** Support for the transgender and gender non-binary community is rooted in the work of grassroots activists; *and*

**WHEREAS,** The current federal administration has taken steps to diminish support for the transgender community, to the detriment of all, which is especially concerning given that transgender individuals have served openly and honorably in the United States Armed Forces for nearly a decade and continue to demonstrate their commitment to defending the Constitution; *and*

**WHEREAS,** In addition to restricting transgender individuals from serving in the military, the federal administration has further undermined the rights of the community by restricting federal funding for gender-affirming care and to providers of said care, limiting participation of transgender women and girls in women's sports, refusing to issue passports accurately representing transgender individuals' gender identities, incarcerating transgender women in men's prisons, and limiting inclusive education in schools; *and*

**WHEREAS,** Community activists in the City of Boston, along with numerous nonprofits and organizations at the city and state levels, continue to work tirelessly to advocate for and protect the rights of transgender people; *and*

**WHEREAS,** Last year, the Boston City Council passed an ordinance establishing the Office of LGBTQIA2S+ Advancement as a permanent part of city government, underscoring the importance of institutionalizing local support in light of federal actions; *and*

**WHEREAS,** Transgender Day of Visibility highlights the trans community and calls for action to address the disproportionate levels of poverty, discrimination, and violence that this community faces; *and*

**WHEREAS,** Transgender individuals contribute to the fabric of the City of Boston by serving their communities, advancing innovation and public health, holding public office, running small businesses, advocating for justice, raising families, and strengthening the social and civic life of our city; ***NOW, THEREFORE BE IT***

**RESOLVED:** The Boston City Council hereby recognizes March 31st as Trans Day of Visibility and honors the contributions and achievements of trans people throughout Boston's history and in the present day.

Filed on: March 19, 2026

**-OFFERED BY COUNCILOR JULIA MEJIA AND ED FLYNN**



**CITY OF BOSTON  
IN CITY COUNCIL**

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**IN THE YEAR TWO THOUSAND  
TWENTY-SIX**

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**RESOLUTION UPHOLDING ALCOHOL RESTRICTIONS AT ALL  
BOSTON PUBLIC FACILITIES INCLUDING WHITE STADIUM**

- WHEREAS,*** Boston Public Schools maintains policies that prohibit the possession, sale, and consumption of alcohol on school property in order to ensure safe, healthy, and youth-centered environments; *and*
- WHEREAS,*** Massachusetts General Laws, Title I, Chapter 272, Section 40A, prohibits the possession, sale, or delivery of alcoholic beverages on any public school premises under the charge of a school committee or public authority, except under limited circumstances involving nonprofit organizations during non-school hours and with proper licensing; *and*
- WHEREAS,*** White Stadium, located in Franklin Park, serves as a central athletic and community space for Boston Public Schools (BPS) students; *and*
- WHEREAS,*** The current redevelopment and operational structure of White Stadium includes shared use between the City of Boston and Boston Legacy Football Club; *and*
- WHEREAS,*** Despite any operational division between east and west sections or public-private management structures, White Stadium remains, in its entirety, a Boston Public Schools facility and public school premises under the care and authority of the City of Boston; *and*
- WHEREAS,*** Any proposal to introduce alcohol sales or consumption at White Stadium raises serious concerns regarding compliance with BPS policy, alignment with state law, and the preservation of a safe and appropriate environment for students;
- WHEREAS,*** The City of Boston has a responsibility to ensure that all BPS facilities are governed by consistent standards that prioritize student well-being over commercial or entertainment interests; ***NOW, THEREFORE, BE IT***

***RESOLVED,***

That the Boston City Council affirms that White Stadium, as a Boston Public Schools facility, shall be subject to all existing BPS policies, including the prohibition of tobacco, drugs, and alcohol, and opposes any proposal, agreement, or operational plan that would permit the sale, possession, or consumption of alcohol at White Stadium in a manner inconsistent with Boston Public Schools policy and Massachusetts state law, and calls upon the Administration, Boston Public Schools, and all project partners, including Boston Legacy Football Club, to ensure that all governing agreements for White Stadium explicitly reflect and uphold these prohibitions.

Filed in Council: March 25, 2026



## **Boston City Council**

### *Legislative Calendar for the March 25, 2026 Session*

#### **Sixty Day Orders<sup>1</sup>**

<sup>1</sup>**Section 17E of Chapter 452 of the Acts of 1948 (as amended):**

*The mayor from time to time may make to the city council in the form of an ordinance or loan order filed with the city clerk such recommendations as he may deem to be for the welfare of the city. The City Council shall consider each ordinance or loan order so presented and shall either adopt or reject the same within sixty days after the date when it is filed as aforesaid. If such ordinance or loan order is not rejected within sixty days, it shall be in force as if adopted by the city council unless previously withdrawn by the mayor.*

**Section 15 of Chapter 190 of the Acts of 1982 (as amended by Section 2 of Chapter 701 of the Acts of 1986)** *The city council shall take definite action on any supplementary appropriation order and any order for a transfer of appropriations by adopting, reducing or rejecting it within sixty days after it is filed with the city clerk; and in the event of their failure to do so, such supplementary appropriation order or transfer as submitted by the mayor shall be in effect as if formally adopted by the city council.*

**Assigned for Further Action**

## **On the Table**

Order to adopt Rules for the Boston City Council for Municipal Years 2026-2027. (**Docket #0157 - Amendment to Rule 35**)

## Unanswered Section 17F Orders<sup>2</sup>

Order requesting certain information under Section 17F: regarding elevator access, life safety, and disability compliance. **(Docket #0221)**

Order requesting certain information under Section 17F re: Memoranda of Understanding between the Boston Police Department and external entities. **(Docket #0296)**

Order requesting certain information under section 17F regarding increased White Stadium costs and their effect on other Boston Public Schools capital projects. **(Docket #0433)**

Order requesting certain information under section 17F regarding Memoranda of Understanding, cooperation agreements or collaborative partnerships between the City of Boston and external entities. **(Docket #0434)**

Order requesting certain information under section 17F: regarding the use of \$558.7 million in American Rescue Plan Act (ARPA) funds in the City of Boston. **(Docket #0491)**

Order requesting certain information under Section 17F regarding the City of Boston's efforts to address drink spiking and drug-facilitated sexual assault in nightlife establishments, including safety training programs, prevention initiatives, communications with licensed venues, and the status of records maintained by the City regarding these efforts. **(Docket #0595)**

### <sup>2</sup>**Section 17F of Chapter 452 of the Acts of 1948 (as amended):**

*The city council may at any time request from the mayor specific information on any municipal matter within its jurisdiction, and may request his presence to answer written questions relating thereto at a meeting to be held not earlier than one week from the date of the receipt of said questions, in which case the mayor shall personally, or through ahead of a department or a member of a board, attend such meeting and publicly answer all such questions. The person so attending shall not be obliged to answer questions relating to any other matter.*

## *Home Rule Petitions Not Responded to by the Mayor*

<sup>3</sup>***Section 22 of Chapter 190 of the Acts of 1982:***

*Every order of the city council approving a petition to the general court pursuant to Clause (1) of Section 8 of Article 2 of the amendments to the Constitution of the Commonwealth shall be presented to the mayor who shall forthwith consider the same, and, within fifteen days of presentation, either approve it, or file with the city council a statement in detail of his reasons for not approving the same, including any objection based on form, on content, or both; provided, that no such order shall be deemed approved or in force unless the mayor affixes his signature thereto.*

## *Matters in Committee*

The following matters were previously filed with the City Council and have been referred to a committee. Matters in committee can be brought back before the City Council pursuant to City Council Rule 24. The following *definitions* describe different types of matters in committee:

- Ordinances:*** Local laws enacted by the Boston City Council and the Mayor that become part of the City Code of Ordinances.
- Loan Orders:*** Authorization for the City of Boston to incur debt and expend money for projects, purchases, or other obligations.
- Orders:*** Directives that authorize action. Orders are legally binding but are not part of the City Code of Ordinances.
- Home Rule Petitions:*** Requests for special acts that concern a particular municipality. Home Rule Petitions require approval of the Boston City Council and Mayor, as well as passage by the state legislature.
- Order for a Hearing:*** A formal request sponsored by a councilor that a committee of the Boston City Council conduct a hearing about a particular matter, issue, or policy that impacts the City of Boston. An Order for a Hearing is not a law and is not voted on by the City Council. The only action concerning an Order for a Hearing that can be taken at a City Council meeting is the administrative action of placing it on file.
- Legislative Resolution:*** A recommendation concerning policy issues that may urge action on particular matters. Legislative resolutions have no legal effect. Legislative resolutions represent a particular position or statement by a Councilor, Councilors, or the City Council as a whole.

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Arts, Culture, Entertainment, Tourism & Special Events	<b>0186</b>	<b>Louijeune</b>		Order for a hearing on equitable contracting and business opportunities for major civic sporting events in Boston.	1/28/2026	3/20/2026	
Arts, Culture, Entertainment, Tourism & Special Events	<b>0210</b>	<b>Worrell</b>	Mejia	Order for a hearing to discuss the creation of cultural districts in Boston.	1/28/2026		
Arts, Culture, Entertainment, Tourism & Special Events	<b>0212</b>	<b>Worrell</b>	Flynn	Order for a hearing on a proposal for a Crispus Attucks Statue.	1/28/2026		
Arts, Culture, Entertainment, Tourism & Special Events	<b>0220</b>	<b>Worrell</b>		Order for a hearing to bring more signature sports events to Boston.	1/28/2026		
Arts, Culture, Entertainment, Tourism & Special Events	<b>0339</b>	<b>Flynn</b>		Order for a hearing to discuss the goals and priorities of the Office of Arts and Culture and the Office of Tourism, Sports, and Entertainment in the City of Boston.	2/11/2026		
Arts, Culture, Entertainment, Tourism & Special Events	<b>0412</b>	<b>Louijeune</b>	Pepén, Worrell	Order for a hearing to bring World Cup activations and economic activity to Boston neighborhoods.	2/25/2026	3/20/2026	
Census, Redistricting, and Elections	<b>0183</b>	<b>Louijeune</b>	Pepén	Order for a hearing regarding voter accessibility and election preparedness.	1/28/2026		
Census, Redistricting, and Elections	<b>0355</b>	<b>Louijeune</b>		Resolution affirming Boston's Ranked Choice Voting Home Rule Petition.	2/11/2026		
Census, Redistricting, and Elections	<b>0411</b>	<b>Mejia</b>	Culpepper, Louijeune	Order for a hearing to explore how to amend special law to expand access to the ballot box by removing language barriers and aligning with the language and communications access ordinance.	2/25/2026		
City Services	<b>0112</b>	<b>Murphy</b>		Order for a hearing regarding parking access for traveling Boston Public Schools employees.	1/5/2026	2/12/2026	

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred Hearing(s)	Notes
City Services	0132	Mayor		Message and order authorizing the City of Boston to accept and expend technology equipment valued at approximately Four Hundred Thirty Thousand Three Hundred Forty Dollars (\$430,340.00), from the Connected & Online Program Grant, awarded by United States Department of the Treasury, passed through the Massachusetts Technology Collaborative, to be administered by the Department of Innovation & Technology. The equipment includes laptops, desktop bundles, and related equipment. The equipment will support public access to education, workforce development, digital literacy, and telehealth services across multiple City departments, with deployments centered at BCYF Centers and sites operated by the Office of Workforce Development and the Office of Returning Citizens. This award reflects strong cross-departmental collaboration and advances the City's broader digital equity goals.	1/28/2026	
City Services	0135	Mayor		Message and order authorizing the City of Boston to accept and expend the amount of One Hundred Thousand Dollars (\$100,000.00) in the form of a grant, Massachusetts Technology Collaborative (MassTech), awarded by United States Department of the Treasury, passed through the Massachusetts Technology Collaborative, to be administered by the Department of Innovation & Technology. The grant would fund a multi-session digital skills workshop series at multiple locations and distribute devices to learners.	1/28/2026	
City Services	0137	Mayor		Message and order authorizing the City of Boston to accept and expend the amount of One Hundred Thousand Dollars (\$100,000.00) in the form of a grant, Municipal ADA Improvement Grant, awarded by The Massachusetts Office on Disability to be administered by the Department of Innovation & Technology. The grant would fund updating the municipal ADA Self-Evaluation and Transition Plan to address barriers to accessibility in web based services and applications.	1/28/2026	
City Services	0187	Mejia		Order for a hearing to examine income-adjusted parking fines and interest-free payment plans.	1/28/2026	3/19/26-hearing canceled
City Services	0209	Worrell		Order for a hearing on technical assistance and best practices for civic associations.	1/28/2026	

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
City Services	0270	Pepén		Order for a hearing to explore snow removal relief and options.	2/4/2026	3/3/2026	3/4/26-remains in committee
City Services	0281	Flynn		Order for a hearing to discuss pest control and the discovery of leptospirosis in the City of Boston.	2/4/2026	3/16/2026	3/18/26-remains in committee
City Services	0291	Worrell	Mejia, Pepén	Order for a hearing to discuss creation of a snow corps in Boston.	2/4/2026	3/3/2026	3/4/26-remains in committee
City Services	0292	Flynn	Worrell	Order for a hearing to discuss the City of Boston purchasing snow melters.	2/4/2026	3/3/2026	3/4/26-remains in committee
City Services	0335	Flynn	Murphy	Order for a hearing to discuss accessibility in Boston City Hall.	2/11/2026		
City Services	0378	Mayor		Message and order authorizing the City of Boston to accept and expend the amount of Twenty Thousand Nine Hundred Thirty Dollars (\$20,930.00) in the form of a grant, the El Centro Fellowship Grant, awarded by Catholic Charities Archdiocese of Boston to be administered by the Department of Innovation & Technology. The grant would fund the fellowship program for El Centro IT training program graduates.	2/25/2026		
City Services	0413	Flynn	Murphy	Order for a hearing to discuss water and sewer infrastructure in Chinatown and the Leather District.	2/25/2026		
City Services	0505	Pepén	Worrell, Louijeune	Order for a hearing to discuss the achievements of the Mattapan Square Task Force and other municipal support for Mattapan Square.	3/11/2026		
City Services	0506	Durkan	Coletta Zapata, Pepén	Order for a hearing on modernizing permitting systems to improve accessibility related to transportation, curbside management, construction, and development.	3/11/2026		
City Services	0512	Culpepper		Order for a hearing to examine Boston's 48-hour parking space saver policy following snow emergencies.	3/11/2026		
City Services	0515	Flynn		Order for a hearing to discuss the status of addressing potholes in the City of Boston.	3/11/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
City Services	0592	Flynn		Order for a hearing to discuss the impact of the FIFA World Cup fan marches on basic city services.	3/18/2026		
Civil Rights, Racial Equity, & Immigrant Advancement	0169	Culpepper		Order for a hearing to develop a report on the state of civil rights in Boston.	1/28/2026	3/6, 4/9/26	
Civil Rights, Racial Equity, & Immigrant Advancement	0191	Mejia		Order for a hearing to address critical issues in jail-based voting and empower incarcerated communities to strengthen democracy.	1/28/2026		
Civil Rights, Racial Equity, & Immigrant Advancement	0222	Coletta Zapata	Louijeune	Resolution in support of Bill SD.3607: An Act Protecting Access to Justice.	1/28/2026		
Civil Rights, Racial Equity, & Immigrant Advancement	0293	Louijeune		Order for a hearing on the civil rights and liberties of returning citizens and re-entry into their Boston communities.	2/4/2026		
Civil Rights, Racial Equity, & Immigrant Advancement	0299	Culpepper	Mejia, Louijeune	Order for a hearing to confront the termination of federal protected status for Haitian immigrants and examine the City of Boston's response to protect affected residents.	2/4/2026	4/7/2026	
Civil Rights, Racial Equity, & Immigrant Advancement	0328	Louijeune	Breadon, Pepén	Order for a hearing on a scalable funding model for an immigrant Emergency Response Fund.	2/11/2026	4/7/2026	
Civil Rights, Racial Equity, & Immigrant Advancement	0393	Santana		Order for a hearing to ensure access to lifesaving online resources for LGBTQIA+ and other marginalized communities in response to proposed federal and state digital censorship legislation.	2/25/2026		
Civil Rights, Racial Equity, & Immigrant Advancement	0409	Mejia	Culpepper, Santana	Order for a hearing on civil rights, constitutional, and legal implications of the Boston Regional Intelligence Center (BRIC), The Associative Violence Information System (AVIS), Automated License Plate Readers (ALPR), and participation in Federal Joint Task Forces (JTTF).	2/25/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Community Preservation Act	<b>0569</b>	<b>Mayor</b>		Message and order approving an appropriation of Thirty-Two Million, Six Hundred Thousand Dollars (\$32,600,000.00) from Fiscal Year 2026 community preservation fund revenues for community preservation projects at the recommendation of the City of Boston Community Preservation Committee (“CPC”). The upcoming projects will aim to improve the quality of life across Boston neighborhoods. Plans include renovating playgrounds and enhancing or creating recreational spaces such as parks, community gardens, and urban farms. In addition, these projects will plant trees to grow the city’s tree canopy, preserve historic buildings and artifacts, support a program for affordable first-time home buyers and construct new affordable housing units for residents. Together, these efforts are expected to deliver a meaningful and lasting positive impact on Boston’s neighborhoods and communities.	3/18/2026		
Education	<b>0113</b>	<b>Murphy</b>	Flynn, Mejia	Order for a hearing to examine Boston Public School closure and merger actions related to the 2026-27 and 2027-28 school years and transparency in the Long-Term Facilities Plan.	1/5/2026		3/2/26-Hearing Canceled
Education	<b>0166</b>	<b>Coletta Zapata</b>		Order for a hearing regarding Boston Public Schools student-athlete transfer and eligibility policies.	1/28/2026	3/24/2026	2/23/26-Hearing Canceled, 2/25/26-remains in committee
Education	<b>0176</b>	<b>FitzGerald</b>		Order for a hearing to discuss increasing access to high-quality school options for Boston Public Schools students in all neighborhoods.	1/28/2026		
Education	<b>0188</b>	<b>Mejia</b>		Order for a hearing on Boston Public School facilities, public assets and White Stadium.	1/28/2026		
Education	<b>0200</b>	<b>Murphy</b>	Flynn, FitzGerald	Order for a hearing on BPS staffing program impacts.	1/28/2026	3/2/2026	2/23/26-Hearing Canceled, 2/25, 3/4/26-remains in committee
Education	<b>0215</b>	<b>Worrell</b>		Order for a hearing to explore scholarships for Boston students to increase access to all forms of higher education.	1/28/2026		
Education	<b>0216</b>	<b>Worrell</b>	Mejia	Order for a hearing to bring a Historically Black College or University Satellite Campus to Boston.	1/28/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Education	<b>0276</b>	<b>Mejia</b>	Culpepper, Santana	Order for a hearing on transparency and accountability in service provision and spending for English Learners.	2/4/2026	3/10/2026	3/11/26-remains in committee
Education	<b>0277</b>	<b>Mejia</b>	Murphy	Order for a hearing to audit Boston Public School's special education and return on investments.	2/4/2026	3/10/2026	3/11/26-remains in committee
Education	<b>0278</b>	<b>Mejia</b>	Murphy, Culpepper	Order for a hearing to audit mental health curriculum and services in Boston Public Schools.	2/4/2026		
Education	<b>0279</b>	<b>Mejia</b>	Culpepper, Louijeune	Order for a hearing to audit the implementation and outcomes of restorative justice practices in Boston Public Schools.	2/4/2026		
Education	<b>0280</b>	<b>Mejia</b>	Violetta Zapata, Culpepper	Order for a hearing addressing the relationship between school lunches and the achievement gap.	2/4/2026		
Education	<b>0294</b>	<b>Louijeune</b>		Order for a hearing on the creation of a Boston School Building Authority.	2/4/2026		
Education	<b>0330</b>	<b>Santana</b>	Murphy	Order for a hearing regarding MassCore graduation requirements and student supports in Boston Public Schools.	2/11/2026		
Education	<b>0334</b>	<b>Louijeune</b>		Order for a hearing on community college access and student success for Boston residents.	2/11/2026		
Education	<b>0340</b>	<b>Murphy</b>		Order for a hearing to examine student academic outcomes and return on investment in Boston Public Schools.	2/11/2026		
Education	<b>0342</b>	<b>Murphy</b>	Santana	Order for a hearing to examine graduation requirement implementation, waivers, and equity in Boston Public Schools.	2/11/2026		
Education	<b>0374</b>	<b>Murphy</b>	Flynn, FitzGerald	Emergency hearing order regarding chronic school bus delays and special education transportation failures.	2/11/2026	3/31/2026	
Education	<b>0397</b>	<b>Santana</b>	Culpepper, Mejia	Order for a hearing to discuss how Boston Public Schools can expand the use of evidence-based best practices for inclusive learning environments for multilingual and special education learners.	2/25/2026		
Education	<b>0406</b>	<b>Mejia</b>		Order for a hearing on transparency and accountability of private fundraising in Boston Public Schools.	2/25/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Education	<b>0407</b>	<b>Mejia</b>		Order for a hearing to review prevention and response to bullying, sexual harassment, sexual assault, and sexual misconduct in Boston Public Schools.	2/25/2026		
Education	<b>0408</b>	<b>Mejia</b>	Culpepper	Order for a hearing to identify community priorities, needs, and hopes in Boston Public Schools.	2/25/2026		
Education	<b>0417</b>	<b>Flynn</b>	Murphy, Mejia	Order for a hearing to discuss Boston Public Schools (BPS) health services leadership requirements.	2/25/2026		
Education	<b>0478</b>	<b>Murphy</b>	Flynn	Order for a hearing regarding recent juvenile weapon incidents and school safety coordination.	3/4/2026		
Education	<b>0507</b>	<b>Weber</b>	Breadon, Mejia	Order for a hearing to discuss strategies to prevent homelessness among students in the Boston Public Schools.	3/11/2026		3/26/26-hearing canceled
Education	<b>0508</b>	<b>Santana</b>		Order for a hearing regarding the use and impact of high-quality instructional materials in Boston Public Schools.	3/11/2026		
Education	<b>0509</b>	<b>Santana</b>		Order for a hearing regarding Boston Public Schools' efforts to improve chronic absenteeism.	3/11/2026		
Education	<b>0510</b>	<b>Santana</b>	Worrell, Culpepper	Order for a hearing to discuss career and technical education in Boston Public Schools and its impacts on students' college and career readiness.	3/11/2026		
Education	<b>0516</b>	<b>Louijeune</b>		Order for a hearing to ensure equitable investment, fiscal accountability, and academic excellence in the Boston Pre-K program.	3/11/2026		
Education	<b>0520</b>	<b>Louijeune</b>	Pepén, Santana	Resolution commending historic graduation and dropout rate improvements in Boston Public Schools.	3/11/2026		
Education	<b>0587</b>	<b>Mejia</b>	Culpepper	Order for a hearing to review administrative transparency, equitable student representation, and student freedoms in higher education.	3/18/2026	3/23/2026	
Environmental Justice, Resiliency & Parks	<b>0165</b>	<b>Coletta Zapata</b>		Order for a hearing regarding the establishment and implementation of funding mechanisms for Boston's coastal protection	1/28/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Environmental Justice, Resiliency & Parks	0211	Worrell	Mejia	Order for a hearing to discuss the creation of indoor playgrounds in Boston.	1/28/2026	4/2/2026	
Environmental Justice, Resiliency & Parks	0260	Mayor		Message and order for the confirmation of the appointment of Samira Ahmadi as a Member of the Building Emissions Reduction and Disclosure Ordinance (BERDO) Review Board, for a term expiring May 23, 2026.	2/4/2026		
Environmental Justice, Resiliency & Parks	0341	Flynn		Order for a hearing to discuss the status of the City of Boston's application to certify with the Federal Emergency Management Agency (FEMA) for the National Flood Insurance Program (NFIP) Community Ranking System (CRS).	2/11/2026		
Environmental Justice, Resiliency & Parks	0514	Flynn		Order for a hearing to discuss Boston Groundwater Trust and groundwater infrastructure in the City of Boston.	3/11/2026		
Environmental Justice, Resiliency & Parks	0519	Flynn		Resolution in support of a temporary rollback for the Building Emissions Reduction and Disclosure Ordinance (BERDO) and Stretch Energy Codes for five years.	3/11/2026		
Government Operations	0158	Coletta Zapata		Ordinance Establishing Street Food Carts in the City of Boston.	1/28/2026		
Government Operations	0160	Mejia		Ordinance creating a municipal identification card in the City of Boston.	1/28/2026	4/24/2026	
Government Operations	0161	Weber	Mejia, Pepén	Ordinance preventing wage theft in the City of Boston.	1/28/2026		3/19/26-Working Session
Government Operations	0162	Mejia	Worrell	Petition for a Special Law re: An Act Relative to Reorganization of the Boston School Committee.	1/28/2026	3/26/2026	
Government Operations	0163	Santana	Louijeune, Durkan	Petition for a Special Law re: An Act Relative to Real Estate Transfer Fees and Senior Property Tax Relief.	1/28/2026	4/10/2026	
Government Operations	0164	Worrell		Petition for a Special Law re: An Act Relative to Various Tax Classification Definitions, Exemptions, and Credits.	1/28/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Government Operations	<b>0266</b>	<b>Culpepper</b>	Mejia, Worrell	Ordinance Prohibiting the Use of Boston City Property for Civil Immigration Enforcement Activities by United States Immigration and Customs Enforcement.	2/4/2026		
Government Operations	<b>0267</b>	<b>Worrell</b>	Mejia	Ordinance to Codify the Equity & Inclusion Cabinet in the City of Boston.	2/4/2026		
Government Operations	<b>0268</b>	<b>Flynn</b>		Petition for a Special Law re: An Act Relative to Pension Benefits for Firefighter Leo J. Bracken.	2/4/2026	3/27/2026	
Government Operations	<b>0324</b>	<b>Flynn</b>		Ordinance establishing the Office of Pest Control in the City of Boston.	2/11/2026		
Government Operations	<b>0325</b>	<b>Flynn</b>		Ordinance amending City of Boston Code, Ordinances, 17-22, Road Safety and Accountability for Delivery Providers.	2/11/2026	4/7/2026	
Government Operations	<b>0326</b>	<b>Flynn</b>		Ordinance regulating all e-bikes in the City of Boston.	2/11/2026		
Government Operations	<b>0387</b>	<b>Coletta Zapata</b>	Louijeune, Worrell	An Ordinance Establishing the Boston Emergency Relief Fund.	2/25/2026	4/17/2026	
Government Operations	<b>0388</b>	<b>Coletta Zapata</b>	Santana	An Ordinance Modernizing and Increasing Transparency at the Zoning Board of Appeal.	2/25/2026		
Government Operations	<b>0389</b>	<b>Coletta Zapata</b>	Santana	Petition for a Special Law Re: An Act Relative to the Zoning Board of Appeal.	2/25/2026		
Government Operations	<b>0410</b>	<b>Mejia</b>		Order for a hearing to examine and modernize the Boston City Charter in advance of the City's 400th anniversary.	2/25/2026		
Government Operations	<b>0414</b>	<b>Flynn</b>	Murphy	Order for a hearing on the establishment of a Committee on Civility in the City of Boston.	2/25/2026		
Government Operations	<b>0504</b>	<b>Flynn</b>		Petition for a Special Law Re: An Act Relative to Military Buy-Back for Veteran Municipal Employees.	3/11/2026		
Government Operations	<b>0583</b>	<b>Mejia</b>		Home Rule Petition for an Act Relative to Voting For All Legal Residents in the City of Boston.	3/18/2026		
Housing & Community Development	<b>0172</b>	<b>Durkan</b>	Breadon, Santana	Order for a hearing to investigate the use, impact, and potential ban of algorithmic price setting in the Boston rental market.	1/28/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Housing & Community Development	<b>0184</b>	<b>Louijeune</b>	Weber	Order for a hearing on building a stronger fair housing future for Boston.	1/28/2026		
Housing & Community Development	<b>0208</b>	<b>Worrell</b>		Order for a hearing to address problem properties in Boston.	1/28/2026		
Housing & Community Development	<b>0217</b>	<b>Worrell</b>		Order for a hearing regarding the homeownership voucher program.	1/28/2026		
Housing & Community Development	<b>0271</b>	<b>Flynn</b>		Order for a hearing to discuss the status of the elevators at the BHA Ruth Ruth Barkley apartments.	2/4/2026		
Housing & Community Development	<b>0272</b>	<b>Flynn</b>	Mejia	Order for a hearing to discuss the US Department of Housing and Urban Development's Report on Boston Housing Authority.	2/4/2026		
Housing & Community Development	<b>0286</b>	<b>Weber</b>		Order for a hearing on housing development costs and barriers to building affordable housing units in the City of Boston.	2/4/2026	4/2/2026	
Housing & Community Development	<b>0295</b>	<b>Louijeune</b>		Order for a hearing regarding the state of anti-displacement as to Boston's Acquisition Opportunity Program.	2/4/2026		
Housing & Community Development	<b>0307</b>	<b>Flynn</b>		Resolution in support of a Boston Housing Authority (BHA) Elevator Safety Commission.	2/4/2026		
Housing & Community Development	<b>0343</b>	<b>Santana</b>	Pepén, Louijeune	Order for a hearing to continue exploring strategies for developing mixed-income social housing to increase housing access and affordability for all Bostonians.	2/11/2026		
Housing & Community Development	<b>0347</b>	<b>Santana</b>	Culpepper	Order for a hearing to explore programs the City of Boston offers or could establish to prevent illegal discrimination by landlords and real estate brokers against prospective tenants utilizing housing choice vouchers.	2/11/2026		
Housing & Community Development	<b>0396</b>	<b>Santana</b>		Order for a hearing to facilitate the creation of Single Room Occupancy (SROs) in the City of Boston.	2/25/2026		
Housing & Community Development	<b>0432</b>	<b>Flynn</b>		Resolution in support of a temporary rollback for the Inclusionary Development Policy (IDP) and affordable housing requirement to 13%.	2/25/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Housing & Community Development	<b>0429</b>	<b>Flynn</b>		Resolution in support of receiving a response to docket #0221: Order requesting certain information under Section 17F: regarding elevator access, life safety, and disability compliance.	2/25/2026		
Housing & Community Development	<b>0474</b>	<b>Durkan</b>	Breadon, Santana	Order for a hearing to examine potential reforms to the Massachusetts State Building Code to allow for mid-rise single stair buildings.	3/4/2026		
Housing & Community Development	<b>0477</b>	<b>Louijeune</b>	Pepén, Santana	Order for a hearing to conduct a comprehensive review of Boston's Anti-Displacement Action Plan.	3/4/2026		
Human Services	<b>0179</b>	<b>Flynn</b>	Murphy	Order for a hearing to discuss food insecurity and malnutrition in the City of Boston.	1/28/2026	3/30/2026	
Human Services	<b>0182</b>	<b>Louijeune</b>	Coletta Zapata	Order for a hearing regarding the City of Boston's response to sexual assault, domestic violence, and related resources for survivors.	1/28/2026		
Human Services	<b>0189</b>	<b>Mejia</b>		Order for a hearing to audit child care investments and the financial stability of Family Child Care Providers.	1/28/2026		
Human Services	<b>0206</b>	<b>Worrell</b>	Mejia	Order for a hearing to explore ways of using municipal buildings to host childcare centers.	1/28/2026		
Human Services	<b>0275</b>	<b>Flynn</b>		Order for a hearing to discuss the status of the South Boston Branch Library Study.	2/4/2026		
Human Services	<b>0283</b>	<b>Murphy</b>	Flynn	Order for a hearing regarding elder scamming and fraud prevention.	2/4/2026	3/9/2026	2/26/26-hearing canceled, 3/11/26-remains in committee
Human Services	<b>0284</b>	<b>Murphy</b>	Flynn	Order for a hearing regarding equitable access to services and programming through the Boston Public Library System.	2/4/2026	2/20/2026	
Human Services	<b>0285</b>	<b>Murphy</b>		Order for a hearing regarding navigating city services for residents with complex family and caregiving needs.	2/4/2026	3/3/2026	3/4/26-remains in committee

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Human Services	<b>0287</b>	<b>Murphy</b>		Order for a hearing regarding senior programming and services across the city of Boston.	2/4/2026	2/26/2026	
Human Services	<b>0289</b>	<b>Murphy</b>	Worrell	Order for a hearing regarding youth summer jobs, access and readiness for the upcoming summer.	2/4/2026	3/13/2026	
Human Services	<b>0290</b>	<b>Worrell</b>	Murphy, Mejia	Order for a hearing to review and strengthen Boston's Summer Safety and Youth Programming Plan.	2/4/2026	4/6/2026	
Human Services	<b>0350</b>	<b>Culpepper</b>	Flynn, FitzGerald	Order for a hearing on the status of the South End Branch Library reopening.	2/11/2026		
Human Services	<b>0352</b>	<b>Santana</b>	Breadon, Durkan	Resolution recognizing June 2026 as Pride Month.	2/11/2026		
Human Services	<b>0391</b>	<b>Santana</b>	Louijeune	Order for a hearing regarding Boston LGBTQIA+ youth community spaces and their public health benefits.	2/25/2026		
Labor and Economic Development	<b>0133</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to accept and expend the amount of Two Hundred Nineteen Thousand One Hundred Seventy-Eight Dollars And Three Cents (\$219,178.03) in the form of a grant, Volunteer Income Tax Assistance Funding, awarded by MA Executive Office for Administration & Finance to be administered by the Office of Workforce Development. The grant would fund the Center for Working Families' Boston Tax Help Coalition in assisting low-income taxpayers with personal income tax filings for the 2026 tax season.	1/28/2026		
Labor and Economic Development	<b>0134</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to accept and expend the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) in the form of a grant, Financial Empowerment Program, awarded by United Way, passed through the Boston Local Development Corporation, to be administered by the Office of Workforce Development. The grant would fund financial education, credit/asset building, and employment services for residents at the Center for Working Families.	1/28/2026		
Labor and Economic Development	<b>0168</b>	<b>Coletta Zapata</b>		Order for a hearing regarding reviving the "Red Shirts" program.	1/28/2026	4/9/2026	

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred Hearing(s)	Notes
Labor and Economic Development	<b>0171</b>	<b>Culpepper</b>		Order for a hearing to explore designating economically disenfranchised areas of District 7 as empowerment zones to spur economic development and improve quality of life for residents.	1/28/2026	
Labor and Economic Development	<b>0190</b>	<b>Mejia</b>	Weber	Order for a hearing on workforce development housing for City of Boston employees.	1/28/2026	
Labor and Economic Development	<b>0193</b>	<b>Mejia</b>		Order for a hearing to audit the City of Boston's hiring, firing and promotion policies, practices and procedures.	1/28/2026	
Labor and Economic Development	<b>0194</b>	<b>Mejia</b>		Order for a hearing to audit the City of Boston's procurement processes, procedures and progress	1/28/2026	
Labor and Economic Development	<b>0207</b>	<b>Worrell</b>		Order for a hearing to review and establish a "Business Owner 101" program for grant recipients.	1/28/2026	
Labor and Economic Development	<b>0214</b>	<b>Worrell</b>		Order for a hearing to review the distribution of Boston's 225 new liquor licenses and provide ongoing support to restaurateurs.	1/28/2026	
Labor and Economic Development	<b>0218</b>	<b>Worrell</b>		Order for a hearing to review the effectiveness of the Boston Residents Jobs Policy in improving equity and employment standards on projects throughout the city.	1/28/2026	
Labor and Economic Development	<b>0219</b>	<b>Worrell</b>	Weber	Order for a hearing to discuss long-term city job vacancies.	1/28/2026	
Labor and Economic Development	<b>0282</b>	<b>Flynn</b>	Murphy, Mejia	Order for a hearing to discuss retail theft and the impacts on small businesses and residents in the City of Boston.	2/4/2026	
Labor and Economic Development	<b>0336</b>	<b>Flynn</b>		Order for a hearing to discuss the impact of CORI on access to employment and other opportunities.	2/11/2026	
Labor and Economic Development	<b>0344</b>	<b>Santana</b>		Order for a hearing to discuss the educational and workforce development past successes and future opportunities of youth jobs offered by the City of Boston.	2/11/2026	
PILOT Agreements, Institutional & Intergovernmental Relations	<b>0288</b>	<b>Durkan</b>	Breadon, Culpepper	Order for a hearing to evaluate the progress and impact of the City's Payment in Lieu of Tax (PILOT) Program.	2/4/2026	

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Planning, Development & Transportation	0173	Durkan	Santana, Breadon	Order for a hearing to explore amending the Boston Zoning Code to remove parking minimum requirements for new residential development.	1/28/2026		
Planning, Development & Transportation	0178	Flynn		Order for a hearing to discuss dedicating the new open space at Phillips Square to Tunney Lee Plaza	1/28/2026		
Planning, Development & Transportation	0199	Mejia		Order for a hearing on government accountability, transparency, and accessibility of decision making protocols in city government.	1/28/2026	3/16/2026	3/18/26-remains in committee
Planning, Development & Transportation	0204	Weber	Pepén	Order for a hearing to discuss making neighborhood streets safer following the 30-day review of streets projects in Boston.	1/28/2026		
Planning, Development & Transportation	0257	Mayor		Message and order authorizing the City of Boston to accept and expend the amount of Five Hundred Thousand Dollars (\$500,000.00) in the form of a grant, Planning / Neighborhood Development Funds, awarded by Boston Redevelopment Authority to be administered by the Office of Economic Opportunity & Inclusion. The grant would fund the launch and early implementation of the Commercial Acquisition Assistance Program (CAAP).	2/4/2026	4/3/2026	
Planning, Development & Transportation	0302	Flynn	Mejia	Resolution in support of the replacement of concurrent traffic signals in the City of Boston.	2/4/2026		
Planning, Development & Transportation	0327	Pepén	Flynn, FitzGerald	Order for a hearing to explore the creation of safe school zones to improve pedestrian safety around all schools in the City of Boston.	2/11/2026		
Planning, Development & Transportation	0331	Pepén	Durkan, Worrell	Order for a hearing to discuss ways to repair and maintain private ways.	2/11/2026		
Planning, Development & Transportation	0332	Flynn		Order for a hearing to discuss the importance of the cruise industry in the City of Boston.	2/11/2026		
Planning, Development & Transportation	0333	Flynn	Pepén	Order for a hearing to discuss pedestrian safety, traffic calming, and Vision Zero in the City of Boston.	2/11/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred Hearing(s)	Notes
Planning, Development & Transportation	<b>0345</b>	<b>Durkan</b>	Breadon, Santana	Order for a hearing to explore amending the Boston Zoning Code to shift residential use to allowed where appropriate.	2/11/2026	
Planning, Development & Transportation	<b>0346</b>	<b>Durkan</b>	Joletta Zapata, Louiyeun	Order for a hearing to explore the inclusion of pollinator corridors as part of sustainable development.	2/11/2026	
Planning, Development & Transportation	<b>0349</b>	<b>Flynn</b>		Order regarding a text amendment to the Boston Zoning Code relative to adult entertainment.	2/11/2026	
Planning, Development & Transportation	<b>0394</b>	<b>Santana</b>	Durkan, Pepén	Order for a hearing regarding legalizing construction of triple-deckers and other 2- to 4-unit housing in the City of Boston.	2/25/2026	
Planning, Development & Transportation	<b>0395</b>	<b>Santana</b>	Pepén, Durkan	Order for a hearing regarding legalizing accessory dwelling units (ADUs) in every neighborhood in the city of Boston.	2/25/2026	
Planning, Development & Transportation	<b>0401</b>	<b>Pepén</b>		Order for a hearing to discuss parking benefit districts.	2/25/2026	
Planning, Development & Transportation	<b>0402</b>	<b>Culpepper</b>	Worrell, Mejia	Order for a hearing to examine reallocating funding for the Blue Hill Avenue project toward streetscape improvements and beautification and to provide a status update on project implementation.	2/25/2026	
Planning, Development & Transportation	<b>0471</b>	<b>Culpepper</b>	Pepén, Worrell	Order for hearing to examine options to extend and fund the fare-free bus program for routes 23, 28, and 29.	3/4/2026	
Planning, Development & Transportation	<b>0479</b>	<b>Culpepper</b>	Worrell, Pepén	Order regarding a text amendment to the Boston Zoning Code to expand the eligible location of off-site affordable housing units under the Inclusionary Development Policy.	3/4/2026	
Planning, Development & Transportation	<b>0480</b>	<b>FitzGerald</b>	Flynn	Order regarding a text amendment to the Boston Zoning Code with respect to retail zoning.	3/4/2026	
Planning, Development & Transportation	<b>0481</b>	<b>Worrell</b>	Culpepper, FitzGerald	Order regarding a text amendment to Article 37 of the Boston Zoning Code "Green Buildings and Net Zero Carbon" to expedite and lower costs for development processes.	3/4/2026	

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Planning, Development & Transportation	<b>0483</b>	<b>Culpepper</b>	Worrell, Pepén	Resolution urging the Massachusetts Bay Transportation Authority and the City to cancel proposed center running bus lanes as part of the Blue Hill Avenue transportation plan project and reallocate funds dedicated for the center running bus lanes to fund the continuation of the fare-free bus program.	3/4/2026		
Planning, Development & Transportation	<b>0517</b>	<b>Culpepper</b>	Worrell	Order regarding a text amendment to the Boston Zoning Code to establish a neighborhood impact contribution requirement as part of the linkage program.	3/11/2026		
Planning, Development & Transportation	<b>0588</b>	<b>Durkan</b>	Pepén, Weber	Order for a hearing to discuss City of Boston transportation philosophy and status of infrastructure projects.	3/18/2026		
Planning, Development & Transportation	<b>0589</b>	<b>Breadon</b>		Order for a hearing to discuss the status of state and federal funding allocated for transportation and streets projects.	3/18/2026		
Planning, Development & Transportation	<b>0593</b>	<b>Flynn</b>		Order regarding a text amendment to the Boston Zoning Code relative to requiring on-site affordable housing in PLAN: Downtown.	3/18/2026		
Planning, Development & Transportation	<b>0594</b>	<b>Worrell</b>	Culpepper, Coletta Zapat	Order regarding a text amendment to the Boston Zoning Code to establish Boston Investment Zones: An Anti-Displacement Tool.	3/18/2026		
Planning, Development & Transportation	<b>0599</b>	<b>Flynn</b>		Resolution against the approval and construction of additional roof decks in residential areas of South Boston.	3/18/2026		
Post Audit	<b>0195</b>	<b>Mejia</b>		Order for a hearing to audit the distribution of local, state, and federal grants to small businesses.	1/28/2026		
Post Audit	<b>0196</b>	<b>Mejia</b>		Order for a hearing to review the City of Boston's use of federal and state funds.	1/28/2026		
Post Audit	<b>0197</b>	<b>Mejia</b>		Order for a hearing to review past expenditures through quarterly updates on the FY2026 operating budget.	1/28/2026		
Post Audit	<b>0203</b>	<b>Weber</b>	FitzGerald	Order for a hearing to discuss prior operating budget amendments from FY23 to FY25.	1/28/2026		
Post Audit	<b>0205</b>	<b>Weber</b>		Order for a hearing to review construction costs associated with the White Stadium project.	1/28/2026	3/16/2026	3/18/26-remains in committee

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Post Audit	<b>0337</b>	<b>Murphy</b>		Order for a hearing to consider a full independent audit of Boston Public Schools' finances, operations and	2/11/2026		
Post Audit	<b>0511</b>	<b>Mejia</b>	Culpepper, Weber	Order for a hearing to review the mid-year implementation and educational impact of the Boston Public Schools' FY27 budget.	3/11/2026		
Public Health, Homelessness & Recovery	<b>0175</b>	<b>FitzGerald</b>	Flynn	Order for a hearing to discuss the regulation of Kratom in the City of Boston	1/28/2026	3/9/2026	3/11/26-remains in committee
Public Health, Homelessness & Recovery	<b>0348</b>	<b>Santana</b>		Order for a hearing regarding LGBTQIA+ youth and young adult homelessness in the City of Boston.	2/11/2026		
Public Health, Homelessness & Recovery	<b>0392</b>	<b>Santana</b>	Durkan	Order for a hearing regarding Boston's LGBTQIA+ mental health data collection processes, existing services, and further community needs.	2/25/2026		
Public Health, Homelessness & Recovery	<b>0403</b>	<b>Culpepper</b>	Flynn, FitzGerald	Order for a hearing to examine the status of the proposed Long Island reconstruction project and the reopening of the Long Island Treatment Center.	2/25/2026		
Public Health, Homelessness & Recovery	<b>0404</b>	<b>Culpepper</b>	Weber, Durkan	Order for a hearing to examine weather emergency policies for unhoused individuals in the City of Boston and coordination with housing and homelessness assistance providers and the Massachusetts Bay Transportation Authority.	2/25/2026		
Public Health, Homelessness & Recovery	<b>0473</b>	<b>Culpepper</b>	FitzGerald, Flynn	Order for a hearing to examine treatment-centered policy approaches to address substance use disorder, homelessness, and civil rights issues in the Massachusetts Avenue and Melnea Cass Boulevard area.	3/4/2026		
Public Health, Homelessness & Recovery	<b>0584</b>	<b>Culpepper</b>	FitzGerald, Durkan	Order for a hearing to examine telehealth access and digital health equity in the City of Boston.	3/18/2026		
Public Health, Homelessness & Recovery	<b>0585</b>	<b>Culpepper</b>	FitzGerald, Durkan	Order for a hearing to examine access to primary care physicians in the City of Boston.	3/18/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Public Safety & Criminal Justice	<b>0100</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to accept and expend the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) in the form of a grant for the FY25 Boston Regional Intelligence Center Earmark, awarded by the MA Executive Office of Public Safety & Security to be administered by the Police Department. The grant will fund upgrading, expanding, and integrating technology and protocols related to anti-terrorism, anti-crime, anti-gang and emergency response.	4/9/2025		2025-0847
Public Safety & Criminal Justice	<b>0167</b>	<b>Coletta Zapata</b>	Durkan	Order for a hearing to discuss progress and opportunities for addressing drink spiking and Drug-Facilitated Sexual Assault.	1/28/2026	3/12/2026	
Public Safety & Criminal Justice	<b>0174</b>	<b>FitzGerald</b>		Order for a hearing to discuss 2026 large event safety resources and infrastructure.	1/28/2026	3/26/2026	
Public Safety & Criminal Justice	<b>0177</b>	<b>Flynn</b>	FitzGerald, Culpepper	Order for a hearing to discuss public safety and quality of life concerns at Mass & Cass and surrounding neighborhoods.	1/28/2026		
Public Safety & Criminal Justice	<b>0180</b>	<b>Flynn</b>		Order for a hearing to discuss resources for the Boston Police Crime Laboratory.	1/28/2026		
Public Safety & Criminal Justice	<b>0181</b>	<b>Flynn</b>		Order for a hearing to discuss public safety and quality of life issues in Downtown Boston and the Boston Common.	1/28/2026		
Public Safety & Criminal Justice	<b>0185</b>	<b>Louijeune</b>	Worrell	Order for a hearing on a cross-sector collaborative citywide strategy for community safety and violence prevention.	1/28/2026		
Public Safety & Criminal Justice	<b>0192</b>	<b>Mejia</b>		Order for a hearing to audit government transparency and accountability towards surveillance equipment.	1/28/2026		
Public Safety & Criminal Justice	<b>0198</b>	<b>Mejia</b>		Order for a hearing to audit the implementation and effectiveness of the 2014 Boston Trust Act.	1/28/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Public Safety & Criminal Justice	<b>0320</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to accept and expend the amount of Five Hundred Seventy-Seven Thousand Five Hundred Dollars (\$577,500.00) in the form of a grant, the FY25 Port Security Grant Program, awarded by United States Department of Homeland Security to be administered by the Police Department. The grant would fund the purchase of a new 31' LifeProof boat, the replacement of engines on the 31' Safeboat and 38' Safeboat, and finally, the re-collaring of the Kvichak patrol boat, and ice rescue training.	2/11/2026		
Public Safety & Criminal Justice	<b>0321</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to accept and expend the amount of One Hundred Forty Thousand Four Hundred Twenty-Six Dollars (\$140,426.00) in the form of a grant, the FY25 Port Security Grant, awarded by Federal Emergency Management Agency to be administered by the Fire Department. The grant would fund strengthened port-wide risk management and protection of critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.	2/11/2026		
Public Safety & Criminal Justice	<b>0329</b>	<b>Worrell</b>	Flynn, Weber	Order for a hearing to review the mission, goals, objectives, and challenges at the Office of Police Accountability and Transparency (OPAT).	2/11/2026		
Public Safety & Criminal Justice	<b>0398</b>	<b>Santana</b>		Order for a hearing regarding the public safety requirements and possible locations for a new emergency operations center in the city of Boston.	2/25/2026		
Public Safety & Criminal Justice	<b>0399</b>	<b>Santana</b>	Weber, Mejia	Order for a hearing regarding how the Boston Police Department collects, uses, protects, and shares information that may be requested by external entities.	2/25/2026		
Public Safety & Criminal Justice	<b>0400</b>	<b>Santana</b>		Order for a hearing regarding all City of Boston grants administered by the Boston Fire Department.	2/25/2026	3/31/2026	
Public Safety & Criminal Justice	<b>0405</b>	<b>Culpepper</b>	Mejia, Pepén	Order for a hearing to examine crossing guard staffing shortages in the City of Boston and to explore strategies for improved coordination and volunteer recruitment.	2/25/2026		
Public Safety & Criminal Justice	<b>0415</b>	<b>Flynn</b>	Murphy	Order for a hearing to discuss appropriate uses of Boston 311 and 9-1-1 emergency.	2/25/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Public Safety & Criminal Justice	0416	Flynn	Worrell	Order for a hearing to discuss the Boston 2025 crime statistics.	2/25/2026		
Public Safety & Criminal Justice	0472	Santana	Louijeune	Order for a hearing regarding occupational cancer risks for Boston firefighters, and programs the City of Boston offers or could offer for prevention, diagnosis, and treatment.	3/4/2026		
Public Safety & Criminal Justice	0476	Santana	Flynn, Worrell	Order for a series of hearings regarding all City of Boston grants administered by the Boston Police Department.	3/4/2026		
Public Safety & Criminal Justice	0513	Culpepper	Louijeune, Worrell	Order for a hearing to examine options to improve public safety and quality of life in the Nubian Square area.	3/11/2026		
Public Safety & Criminal Justice	0590	Murphy	Flynn, Culpepper	Order for a hearing to review nightlife industry safety training and the role of the Office of Nightlife Economy.	3/18/2026		
Public Safety & Criminal Justice	0591	Murphy	FitzGerald, Flynn	Order for a hearing to review funding, reimbursement, and accountability for police overtime details in the City of Boston.	3/18/2026		
Rules, Ethics & Administration	0475	Murphy		Order for a hearing to review the application and intent of rule 15.	3/4/2026		
Veterans, Military Families & Military Affairs	0273	Flynn	Santana	Order for a hearing to discuss the Lung Cancer Rates among Black Veterans.	2/4/2026		
Veterans, Military Families & Military Affairs	0274	Flynn	Murphy	Order for a hearing to discuss services for women veterans.	2/4/2026		
Ways & Means	0201	Weber	FitzGerald	Order for a hearing to discuss Boston's FY27 operating budget.	1/28/2026	2/26, 3/5, 3/10, 3/23/26	2/12/26-Committee Meeting, 3/11/26-remains in committee, 3/24/26-Public Testimony

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred	Hearing(s)	Notes
Ways & Means	<b>0202</b>	<b>Weber</b>	FitzGerald	Order for a hearing to discuss Boston Public Schools' FY27 operating budget.	1/28/2026	3/10/2026	2/19/26-working session, 3/2/26-Working Session, 3/4, 3/11/26- remains in committee, 3/5/26-Policy Briefing, 3/24/26-Public Testimony,
Ways & Means	<b>0213</b>	<b>Worrell</b>		Order for a hearing to allow for monthly property tax payments for residents.	1/28/2026		
Ways & Means	<b>0312</b>	<b>Flynn</b>		Resolution in support of proposed state legislation on tax relief.	2/4/2026		
Ways & Means	<b>0338</b>	<b>Flynn</b>	Worrell	Order for a hearing to discuss property tax relief for long-term residents and essential municipal employees.	2/11/2026		
Ways & Means	<b>0570</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to appropriate the amount of Twenty Million Two Hundred Thousand Dollars (\$20,200,000.00) for the purpose of paying costs for the window and door replacement projects at the following schools: Adams Elementary School. This includes the payment of all costs incidental or related thereto, and for which the City of Boston may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the Public Facilities Department on behalf of the Boston Public Schools.	3/18/2026		
Ways & Means	<b>0571</b>	<b>Mayor</b>		Message and order authorizing the City of Boston to appropriate the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) for the purpose of paying costs for the window and door replacement projects at the following schools: Margarita Muniz Academy, Mildred Avenue K-8 School, Orchard Gardens School. This includes the payment of all costs incidental or related thereto, and for which the City of Boston may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the Public Facilities Department on behalf of the Boston Public Schools.	3/18/2026		

## 2026 Matters in Committee

Committee	Docket #	Sponsor	Co-Sponsor(s)	Docket Description	Date referred Hearing(s)	Notes
Ways & Means	<b>0586</b>	<b>Culpepper</b>	Murphy, Worrell	Order for a hearing to review discrepancies between market value and tax assessed value for residential properties in the City of Boston and to evaluate the City's tax assessment practices.	3/18/2026	

City of Boston  
IN  
CITY COUNCIL



In Tribute

Presented by

**Councilor John FitzGerald**

Be it Resolved, that the Boston City Council extended its deepest sympathy to you and your family in the passing of your loved one:

**George W. Gardner, Jr.**

In whose memory all members stood in tribute and reverence as the Council adjourned its meeting on

March 25, 2026

By: \_\_\_\_\_

President of the City Council

Attest: \_\_\_\_\_

Clerk of the City Council

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

City of Boston  
IN  
CITY COUNCIL



In Tribute

Presented by

**Councilor John FitzGerald**

Be it Resolved, that the Boston City Council extended its deepest sympathy to you and your family in the passing of your loved one:

**Shirley E. (Cameron) Duke**

In whose memory all members stood in tribute and reverence as the Council adjourned its meeting on

March 25, 2026

By: \_\_\_\_\_

President of the City Council

Attest: \_\_\_\_\_

Clerk of the City Council

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Boston

IN  
CITY COUNCIL



## IN TRIBUTE

THE BOSTON CITY COUNCIL EXTENDS ITS  
DEEPEST SYMPATHY TO YOU AND YOUR  
FAMILY IN THE PASSING OF YOUR LOVED ONE

### ***Brenda Gael McSweeney***

IN WHOSE MEMORY ALL MEMBERS STOOD  
IN TRIBUTE AND REVERENCE AS  
THE COUNCIL ADJOURNED ITS MEETING OF

***March 18, 2026***

SINCERELY,

*Elizabeth Brandon*

CITY COUNCIL PRESIDENT



Attest *Alex Giventer*  
City Clerk

Presented By

*Elizabeth Brandon*

# City of Boston IN CITY COUNCIL



## Official Resolution

Be it Resolved, that the Boston City Council  
extended its Congratulations to:

*Brazilian Women's Group*

### In Recognition of:

*Thirty one years of history and their dedicated efforts to support  
and raise up immigrant women in the Boston community*

; and

Be it further Resolved that the Boston City Council extends its  
best wishes for continued success; that this Resolution be duly  
signed by the President of the City Council and attested to and  
a copy thereof transmitted by the Clerk of the City of Boston.



By: Elizabeth Brandon  
President of the City Council

Attest: Alex Smentas  
Clerk of the City of Boston

Offered by: Elizabeth Brandon

Date: March 18, 2026



## **OFFICIAL RESOLUTION**

PRESENTED BY

**COUNCILOR AT-LARGE RUTHZEE LOULJEUNE**

BE IT RESOLVED, THAT THE BOSTON CITY COUNCIL  
EXTENDS ITS CONGRATULATIONS TO

**Jack Maharaj**

IN RECOGNITION OF:

**30 years of dedicated service, commitment, and excellence.  
Your hard work, professionalism, and lasting contributions have  
made a meaningful impact in the lives of those you serve and your  
community as a whole.**

**Congratulations on a well-deserved retirement; wishing you  
happiness and success in this next chapter**

AND BE IT FURTHER RESOLVED THAT THE BOSTON CITY COUNCIL EXTENDS ITS  
BEST WISHES FOR CONTINUED SUCCESS; THAT THIS RESOLUTION BE DULY  
SIGNED BY THE PRESIDENT OF THE CITY COUNCIL AND ATTESTED TO AND A  
COPY THEREOF TRANSMITTED BY THE CLERK OF THE CITY OF BOSTON.

**RESOLUTION HONORING ELAINE KEVGAS FOR HER DECADES OF SERVICE**

**WHEREAS, ELAINE KEVGAS** has dedicated a lifetime of service to her family, community and to the Daughters of Penelope without missing a beat; *and*

**HEREAS, ELAINE KEVGAS'** commitment has been and continues with her never-ending support for the Daughters of Penelope and it all started in 1971 with her dedicated efforts to establish DOP Pallas Chapter #330 in Lawrence, MA; *and*

**WHEREAS, ELAINE KEVGAS** served the chapter rising through the ranks with an unwavering zeal propelling her to the DOP Bay State District 8 Lodge where she served in every District position until her election in 1977 as District Governor and she was re-elected as District Governor seven (7) additional times; *and*

**WHEREAS, ELAINE KEVGAS'** service to the DOP continued on the national level when she was elected DOP Grand Governor Zone 1 in 1979, Grand Treasurer in 1980, Grand Secretary in 1981 and Grand Vice President in 1982; *and*

**WHEREAS, ELAINE KEVGAS** was elected as Daughters of Penelope Grand President in 1983 having reached the highest office of the organization; a testament to her leadership becoming the youngest elected Grand President since Alexandra Apostolides became the first Grand President in 1931; *and*

**WHEREAS, ELAINE KEVGAS** is still going strong supporting her family, her community, Saint Constantine and Helen Greek Orthodox Church in Andover, Greek Ladies Philoptochos Society and her beloved Whittier Technical High School where she serves as Librarian and of course, she is currently serving as DOP Bay State District 8 Lt. Governor; **NOW THEREFORE BE IT**

**RESOLVED:** That the Boston City Council extends its wholehearted congratulations and recognizes **ELAINE KEVGAS** for her decades of service to the Daughters of Penelope and to the AHEPA Family offering its sincerest gratitude and best wishes for continued good health, happiness and success; **AND BE IT FURTHER**

**RESOLVED:** That the Boston City Council unanimously declares **Saturday, March 28, 2026 as Elaine Kevgas Day in the City of Boston**; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.



## **IN TRIBUTE**

PRESENTED BY

**COUNCILOR AT-LARGE RUTHZEE LOULJEUNE**

THE BOSTON CITY COUNCIL EXTENDS ITS DEEPEST SYMPATHY TO YOU AND YOUR  
FAMILY IN THE PASSING OF YOUR LOVED ONE

# **Sheryl Goler Richards**

IN WHOSE MEMORY ALL MEMBERS STOOD IN TRIBUTE AND REVERENCE AS THE  
COUNCIL ADJOURNED ITS MEETING OF

## **FEBRUARY 25, 2026**



## **OFFICIAL RESOLUTION**

PRESENTED BY

**COUNCILOR AT-LARGE RUTHZEE LOUJEUNE**

BE IT RESOLVED, THAT THE BOSTON CITY COUNCIL  
EXTENDS ITS CONGRATULATIONS TO

**Rachel Boateng**

IN RECOGNITION OF:

**Your outstanding contribution to the Ghana Association of  
Greater Boston (GAGB) and the Greater Boston community**

AND BE IT FURTHER RESOLVED THAT THE BOSTON CITY COUNCIL EXTENDS ITS  
BEST WISHES FOR CONTINUED SUCCESS; THAT THIS RESOLUTION BE DULY  
SIGNED BY THE PRESIDENT OF THE CITY COUNCIL AND ATTESTED TO AND A  
COPY THEREOF TRANSMITTED BY THE CLERK OF THE CITY OF BOSTON.



## **IN TRIBUTE**

PRESENTED BY

**COUNCILOR AT-LARGE RUTHZEE LOULJEUNE**

THE BOSTON CITY COUNCIL EXTENDS ITS DEEPEST SYMPATHY TO YOU AND YOUR  
FAMILY IN THE PASSING OF YOUR LOVED ONE

## **Philip Cohen Myrick**

Decorated Vietnam War veteran who served his country with honor and bravery. Purple Heart recipient, educator, and advocate for peace and justice who spent his life committed to serving, uplifting, and inspiring many generations. Whose compassion and dedication to community will be remembered with deep respect and gratitude.

IN WHOSE MEMORY ALL MEMBERS STOOD IN TRIBUTE AND REVERENCE AS THE  
COUNCIL ADJOURNED ITS MEETING OF

**FEBRUARY 11, 2026**



## **OFFICIAL RESOLUTION**

PRESENTED BY

**COUNCILOR AT-LARGE RUTHZEE LOUJEUNE**

BE IT RESOLVED, THAT THE BOSTON CITY COUNCIL  
EXTENDS ITS CONGRATULATIONS TO

## **The child and Family Wellness Center**

IN RECOGNITION OF:

**Your dedication to children and families through exceptional therapeutic  
and mental health services.**

**Your efforts to expand access to care and lead through meaningful  
outreach, sponsorships, and community events reflect an extraordinary  
commitment to healing, resilience, and family empowerment, creating a  
meaningful and lasting impact within our community**

AND BE IT FURTHER RESOLVED THAT THE BOSTON CITY COUNCIL EXTENDS ITS  
BEST WISHES FOR CONTINUED SUCCESS; THAT THIS RESOLUTION BE DULY  
SIGNED BY THE PRESIDENT OF THE CITY COUNCIL AND ATTESTED TO AND A  
COPY THEREOF TRANSMITTED BY THE CLERK OF THE CITY OF BOSTON.



In Tribute Presented by  
Councilor **MINIARD CULPEPPER**

Be it Resolved, that the Boston City Council extended its deepest sympathy to you and your family in the passing of your loved one:

**EDMOND GUILLORY**

Edmond “Ricky” “Gill” Guillory was born to Armond and Pearl Guillory on November 16, 1947 at Boston City Hospital. He was the third born of six siblings, Armond Jr, Joseph (Butch), Edmond, Annette, Patricia and Shelia. He spent his younger years growing up on Symphony Road and attended Cathedral High School. He then enrolled in Boston Trade School, where he began learning his profession in the trade of welding. He went on to become a master of welding all types of metal, a skill that is becoming a lost art these days. He worked on some of the structures and buildings that comprise Boston’s skyline to this day, including the impressive “Flying Fish” that sits atop the flagship restaurant of Legal Sea Foods on the Harborside waterfront. This massive 40 foot sculpture welded together by Edmond also serves as a beacon to incoming sea vessels, alerting them to wind velocity and other weather conditions. It was during a welding job at the structure that would become the Reflection Hall of the Christian Science Center in Boston that a young woman caught his eye who also happened to live on Symphony Road, the young Miss Mattie Deed. He began courting her and soon started their family, having 3 daughters NaTasha, Natalie and Nieisha. The two sealed their union in holy matrimony on May 25, 1981. Edmond enjoyed being a father and was devoted to his family bringing his girls with him everywhere.



## Official Resolution Presented by Councilor **MINIARD CULPEPPER**

Be it Resolved, that the Boston City Council extended its Congratulations to:

### **Dr. Ted Landsmark**

In Recognition of:

Your extraordinary service and leadership on the Boston Planning and Development Agency Board, and your unwavering commitment to equity, justice, and community-centered development in the City of Boston. In recognition of your distinguished service on the Boston Planning and Development Agency Board, we recognize the profound impact you have had on neighborhoods across our city by consistently centering the voices, experiences, and needs of residents in decisions that shape Boston's future.

Be it resolved that the Boston City Council recognizes and thanks you for your outstanding leadership and moral clarity throughout your tenure. In rooms where decisions can feel distant from the lived realities of our communities, you have consistently brought the focus back to people—asking the hard questions, pushing for a higher standard, and ensuring that development in Boston is done with our communities, not to them. For neighborhoods such as Roxbury, Dorchester, and Mattapan, your voice helped ensure that long-standing concerns were not only heard, but respected. We also honor your enduring legacy as a civil rights leader, remembering the historic moment on City Hall Plaza and your powerful response—a life defined by service, dignity, and an unwavering belief in Boston's potential to be a more just and inclusive city. Your distinguished career stands as a testament to shaping institutions, guiding generations, and helping Boston grow not only in size, but in conscience.

And be it further Resolved that the Boston City Council extends its best wishes for your continued success; that this Resolution be duly signed by the President of the City Council and attested to a copy thereof transmitted by the Clerk of the City of Boston.

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**CHINESE PROGRESSIVE ASSOCIATION**

IN RECOGNITION OF:

**Your unwavering commitment to uplifting working families and for your leadership in organizing communities to create meaningful social change. Your dedication to advocacy, education, and collective action continues to empower everyday people and strengthen our community. Thank you for hosting CPA's year of the horse banquet. We wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Boston IN CITY COUNCIL



## OFFICIAL RESOLUTION OFFERED BY COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

### Tai Shan Community Association 台山聯誼會

In Recognition of:

**Your outstanding dedication to celebrating cultural diversity and promoting community unity, and for hosting the Lunar New Year Celebration, an event that honors tradition, highlights cultural heritage, and brings people together. We wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**THE FAMILIES OF TOM AND EDDIE BUTLER**  
IN RECOGNITION OF:

**Your lasting contributions to the South Boston neighborhood and your role in celebrating the spirit and tradition of St. Patrick's Day. Through your dedication to community, generosity, and commitment to bringing people together, you have helped strengthen the pride and traditions that make South Boston so special. Your legacy of service and celebration continues to inspire generations in our community.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

**Be it Resolved, that the Boston City Council  
Extends its Recognition to:**

**Richie Linehan**

**In Recognition of:**

**Your remarkable dedication to public service and your lifelong commitment to the South Boston community. For more than three decades, you served with distinction in the Massachusetts Trial Court, rising through the ranks from Court Officer and Assistant Chief Court Officer, earning the respect of your colleagues through your professionalism, integrity, and steady leadership. Beyond your career, you have made a lasting impact on generations of young people through his many years of coaching youth sports and mentoring student-athletes throughout South Boston and neighboring communities. Your devotion to helping others, both on and off the field, reflects the pride, hard work, and sense of community that define our neighborhood. We congratulate you on receiving the John W. McCormack Award for Public Service.**

**and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston**

**By:** \_\_\_\_\_  
**President of the City Council**

**Attest:** \_\_\_\_\_  
**Clerk of the City of Boston**

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

City of Boston  
IN  
CITY COUNCIL



OFFICIAL RESOLUTION  
OFFERED BY  
COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Lee Burke and the Michael Burke Foundation**

In Recognition of:

**Your extraordinary compassion, dedication, and commitment to supporting families facing difficult health challenges. In honor of Michael "Big Mike" Burke's legacy of kindness and generosity, the Foundation continues to make a meaningful difference by easing the financial challenges families face and providing hope during some of life's most difficult moments. Through tireless fundraising efforts and the strength of community support, Lee Burke and the Michael Burke Foundation embody the values of generosity, compassion, and community that uplift and strengthen us all.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Boston IN CITY COUNCIL



## OFFICIAL RESOLUTION OFFERED BY COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

# Bobby Ferrara

In Recognition of:

**Your lifelong dedication to the South Boston community and for devoting countless years to mentoring young people through youth sports, supporting local organizations, and strengthening the fabric of our community through both your professional and volunteer leadership. Your commitment to South Boston was recently reflected through your "Flags Over Broadway" initiative, which brought a renewed sense of pride and unity to our South Boston neighborhood. We proudly recognize you for your continued leadership and dedication to the community we all cherish, and we congratulate you on receiving the Joe Moakley Outstanding Citizen Award.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

**Be it Resolved, that the Boston City Council  
Extends its Recognition to:**

**Randy Greeley**

**In Recognition of:**

**Your unwavering dedication to family, community, and country. A lifelong son of South Boston, you have spent decades giving back to your neighborhood through volunteerism, mentorship, and leadership. From coaching and refereeing with South Boston Youth Soccer to supporting countless community fundraisers and organizations that help neighbors in need, you have always stepped forward to make a difference. Your commitment to serving others is also reflected in your military service in the United States Army Reserves and your continued work as a proud member of the Boston Fire Department. We proudly recognize you for your ongoing commitment to strengthening our community, and we congratulate you on receiving the Shamrock Award.**

**and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston**

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**THE COLLINS FAMILY**  
IN RECOGNITION OF:

**Thank you for hosting the annual Ice-O- Rama Competition at Murphy Rink in celebration of Evacuation Day. This event provides a wonderful opportunity for boys and girls across the community to come together through skating, friendly competition, and celebration. We commend this event for promoting community engagement and youth sportsmanship, while continuing a longstanding South Boston tradition.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**State Representative David Biele**

IN RECOGNITION OF:

We proudly recognize you for hosting the annual Kickball Competition in celebration of Evacuation Day. This event brings together boys and girls from across the community for an afternoon of fun, teamwork, and friendly competition. We thank you for your efforts in organizing this event and for helping promote community spirit and youth participation in South Boston.

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Sam Yick Association of New England**  
**紐英崙三益公所**

IN RECOGNITION OF:

**For hosting your annual Chinese Lunar New Year. This special gathering brings together members, families, and friends to celebrate tradition, renewal, and the spirit of the Lunar New Year. We thank you for your continued dedication to strengthening community ties and we wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Wong Family Benevolent Association**

**黃氏宗親會**

IN RECOGNITION OF:

**For hosting your annual Chinese Lunar New Year. This special gathering brings together members, families, and friends to celebrate tradition, renewal, and the spirit of the Lunar New Year. We thank you for your continued dedication to strengthening community ties and we wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Timothy "Doc" Cook Scholarship  
Foundation**

IN RECOGNITION OF:

**Your dedication to supporting our veterans and for your commitment to bringing the community together in support of a meaningful cause. Your leadership, generosity, and hard work continue to make a positive impact on so many. Thank you for hosting the St. Patrick's Day Shamrock Showdown Hockey Tournament.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**IN TRIBUTE**

THE BOSTON CITY COUNCIL EXTENDS ITS  
DEEPEST SYMPATHY TO YOU AND YOUR  
FAMILY IN THE PASSING OF YOUR LOVED ONE

**Dan McCole**

IN WHOSE MEMORY ALL MEMBERS STOOD  
IN TRIBUTE AND REVERENCE AS  
THE COUNCIL ADJOURNED ITS MEETING OF

**March 12, 2026**

SINCERELY,

\_\_\_\_\_  
CITY COUNCIL PRESIDENT

*Attest*

*Presented By*

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**USS HARVEY C. BARNUM JR.**

IN RECOGNITION OF:

We proudly welcome the sailors of the USS Harvey C. Barnum Jr. during your visit to South Boston. We extend our sincere gratitude for your service, dedication, and commitment to protecting our nation and upholding the highest traditions of the United States Navy. Your presence in our community is a great honor, and we thank you for the sacrifices you make in service to our country. Boston warmly welcomes you and wishes you a memorable visit.

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**South Boston Citizens' Association**

IN RECOGNITION OF:

**For its longstanding dedication to community service and its unwavering commitment to preserving the rich history and traditions of South Boston. Through its leadership in honoring local achievements and organizing cherished community events such as the Evacuation Day Banquet, the Association continues to strengthen neighborhood pride, honor the community's history, and bring residents together in the spirit of service and civic engagement.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**R. EMILY GOLDBERG WINER**

**In Recognition of:**

**Your thoughtful leadership and your dedication to faith, community, and justice. Through your work at Congregation Beth Sholom, you have brought Jewish values to life by fostering compassion, learning, and meaningful engagement with the broader community. Your leadership and teachings continue to inspire connection, purpose, and a commitment to shared responsibility.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**RABBI BARRY DOLINGER**

In Recognition of:

**Your thoughtful leadership and your dedication to faith, community, and justice. Through your work at Congregation Beth Sholom, you have brought Jewish values to life by fostering compassion, learning, and meaningful engagement with the broader community. Your leadership and teachings continue to inspire connection, purpose, and a commitment to shared responsibility.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

City of Boston  
IN  
CITY COUNCIL



OFFICIAL RESOLUTION  
OFFERED BY  
COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Castle Square Tenants Organization**

IN RECOGNITION OF:

**For hosting the Chinese Lunar New Year and Black History Month celebration. This special gathering brings together members, families, and friends to celebrate tradition, renewal, and cultural heritage, while honoring the rich histories and contributions that strengthen our community. We appreciate your continued dedication to fostering community ties and we wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

City of Boston  
IN  
CITY COUNCIL



OFFICIAL RESOLUTION  
OFFERED BY  
COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**DiDomenico Foundation**

In Recognition of:

**Your continued dedication to supporting families and strengthening the community and for your impactful work in providing scholarships and charitable initiatives that make a lasting difference in the lives of those you serve. Thank you for hosting the St. Patrick's Day Roast and celebration. We wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: Edward M. Flynn (Retired) U.S. NA

Date: March 19, 2026,

# City of Boston IN CITY COUNCIL



## OFFICIAL RESOLUTION OFFERED BY COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

### Family of Susan Hurley

In Recognition of:

Susan's compassion, generosity, and unwavering dedication to the community, and her ability to uplift and inspire everyone around her. Through her passion for helping others and her extraordinary commitment to charitable work, Susan made a lasting impact on so many lives. Through her work with Charity Teams, a small business that helps nonprofits raise funds through athletic events, she raised \$42 million for nonprofits, always going above and beyond. Congratulations to the family of Susan Hurley on receiving the Amy K. Murray Angel Award.

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**JESSICA TANG**

**In Recognition of:**

**Your strong leadership and deep commitment to educators, students, and working people across Massachusetts. As President of AFT-Massachusetts, your dedication to fairness and justice has strengthened the labor movement and uplifted our communities. Your work reflects the enduring values of the Labor Seder, and we are grateful for your continued impact. We wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**Leung Family Association**

**梁氏家族协会**

IN RECOGNITION OF:

**For hosting your annual Chinese Lunar New Year. This special gathering brings together members, families, and friends to celebrate tradition, renewal, and the spirit of the Lunar New Year. We thank you for your continued dedication to strengthening community ties and we wish you continued success.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**  
**OFFERED BY**  
**COUNCILOR ED FLYNN**

**Be it Resolved, that the Boston City Council  
Extends its Recognition to:**

**Boston Groundwater Trust**

In Recognition of:

**40 years of dedicated service, we proudly congratulate and honor the Boston Groundwater Trust for your unwavering commitment to protecting and preserving our city's vital groundwater resources. This milestone marks a significant achievement in environmental stewardship and public service, and we thank you for your continued efforts in safeguarding Boston's infrastructure and sustainability for present and future generations.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# City of Boston IN CITY COUNCIL



## OFFICIAL RESOLUTION OFFERED BY COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

### Women Veterans of Massachusetts

In Recognition of:

Your service and sacrifice to our nation, and in celebration of your advocacy for equity, diversity, and inclusion, and in acknowledgment that women veterans now comprise nearly 20% of active-duty military personnel and 10% of the veteran population, making you an indispensable part of our military and community. Today we honor your leadership and the lasting impact you have made through your service and dedication. Let us work together to support gender-specific care at Veterans Administration Hospitals and reaffirm our commitment to supporting survivors of sexual assault and ensuring women veterans receive the care, respect, and resources they earned including comprehensive women's health care. Thank you to the office of Veterans' services for hosting this event.

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Boston**  
IN  
**CITY COUNCIL**



**OFFICIAL RESOLUTION**

**OFFERED BY  
COUNCILOR ED FLYNN**

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

**EMERALD SOCIETY OF THE BOSTON POLICE**

**In Recognition of:**

**Your dedication, leadership, and tireless commitment to the men and women who serve our city. Through your support, fellowship, and advocacy, you strengthen not only the Boston Police Department but also the community you protect. Your efforts embody the highest standards of service, and we are honored to celebrate your achievements and contributions tonight.**

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

**By:** \_\_\_\_\_  
President of the City Council

**Attest:** \_\_\_\_\_  
Clerk of the City of Boston

**Offered by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# City of Boston IN CITY COUNCIL



## OFFICIAL RESOLUTION

OFFERED BY  
COUNCILOR ED FLYNN

Be it Resolved, that the Boston City Council  
Extends its Recognition to:

# Roxbury Prep

In Recognition of:

We recognize Roxbury Prep for its strong commitment to academic excellence, its rigorous college-preparatory program, and its dedication to preparing students for success in college and beyond. We also honor its emphasis on character development, supportive community, and its efforts to create a structured and positive learning environment for all students.

We wish you continued success.

and Be it further Resolved that the Boston City Council extends its best wishes for continued success; that this Resolution be duly signed by the President of the City Council and attested to and a copy thereof transmitted by the Clerk of the City of Boston.

By: \_\_\_\_\_  
President of the City Council

Attest: \_\_\_\_\_  
Clerk of the City of Boston

Offered by: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

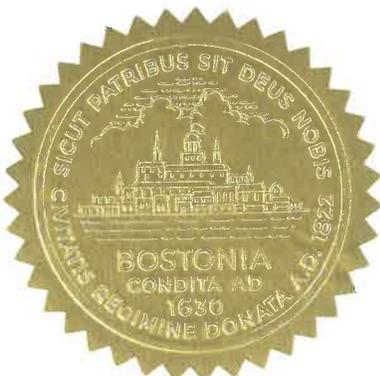
Be it Resolved, that the Boston City Council  
extends its Congratulations to:

**Betty Jenkins**

In Recognition of:

**Your 85th birthday! In celebration of you as a loving mother, sister, and  
grandmother, we wish you many more years of joy and blessings!**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Brendon  
President of the City Council

Attest: Alex Quintas  
Clerk of the City of Boston

Offered by: [Signature]

Date: March 19<sup>th</sup>, 2026

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

Be it Resolved, that the Boston City Council  
extends its Congratulations to:

**Peggie Hope**

In Recognition of:

**Your service as a crossing guard, and your commitment to keeping the  
pedestrians of Boston safe. Thank you for showing up each day and  
helping residents cross safely.**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Brandon  
President of the City Council

Attest: Alex Garmata  
Clerk of the City of Boston

Offered by: [Signature]

Date: March 25<sup>th</sup>, 2026

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

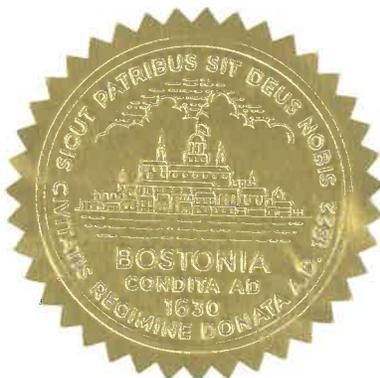
Be it Resolved, that the Boston City Council  
extends its Congratulations to:

**Vavisa Brown**

In Recognition of:

**Your service as a crossing guard, and your commitment to keeping the  
pedestrians of Boston safe. Thank you for showing up each day and  
helping residents cross safely.**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Brandon  
President of the City Council

Attest: Alex Santos  
Clerk of the City of Boston

Offered by: [Signature]

Date: March 25<sup>th</sup>, 2026

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

Be it Resolved, that the Boston City Council  
extends its Congratulations to:

**Cardicia Welcome**

In Recognition of:

**Your service as a crossing guard, and your commitment to keeping the  
pedestrians of Boston safe. Thank you for showing up each day and  
helping residents cross safely.**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Braden  
President of the City Council

Attest: Alex Avoutas  
Clerk of the City of Boston

Offered by: [Signature]

Date: March 25<sup>th</sup>, 2026

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

Be it Resolved, that the Boston City Council  
extends its Congratulations to:

**Carmen Ayala**

In Recognition of:

**Your service as a crossing guard, and your commitment to keeping the  
pedestrians of Boston safe. Thank you for showing up each day and  
helping residents cross safely.**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Brandon  
President of the City Council

Attest: Olga Amintor  
Clerk of the City of Boston

Offered by: [Signature]

Date: March 25<sup>th</sup>, 2026

# City of Boston IN CITY COUNCIL



## Official Resolution of City Councilor Enrique J. Pepén

Be it Resolved, that the Boston City Council  
extends its Congratulations to:

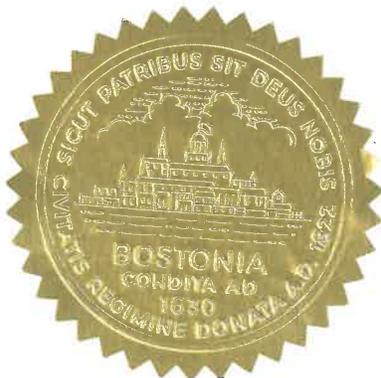
**Ana Rosario**

In Recognition of:

**Your more than 40 years of dedicated service to the Hyde Park Branch of  
the Boston Public Library.**

**Congratulations and best wishes on your well deserved retirement!**

Be it further Resolved that the Boston City Council extends its best  
wishes for continued success; that this Resolution be duly signed by the  
President of the City Council and attested to and a copy thereof  
transmitted by the Clerk of the City of Boston.



By: Elizabeth Brandon

President of the City Council

Attest: Alex Sventas

Clerk of the City of Boston

Offered by: [Signature]

Date: March 26<sup>th</sup>, 2026