

**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:

  
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Michael A. Cox  
Police Commissioner  
Boston Police Department

Date: 2/7/2023

  
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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

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(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 document is the property of the FBI and is loaned to your agency.  
Neither it nor its contents may be released without authorization by FBI Headquarters.**

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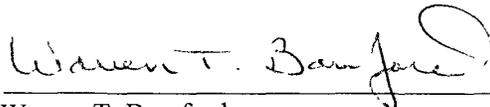
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Moreover, if it were a public record, this document would be exempted from disclosure by M.G.L. c. 4 § 7(26)(f) because it should be considered investigatory material compiled out of the public view because it outlines the anti-terrorism investigatory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

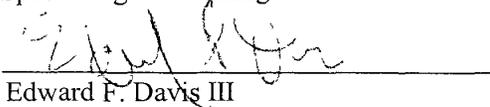
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SIGNATORIES:



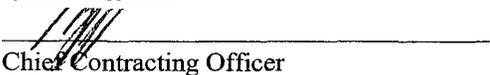
Warren T. Bamford  
Special Agent in Charge

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, I  
Name: [Redacted]  
Title: Sergeant Detective  
Address: 1 Schroeder Plaza  
Boston, MA 02120  
Telephone Number: 617-343-1160  
Fax Number:  
E-mail Address: [Redacted] e.p.d.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.

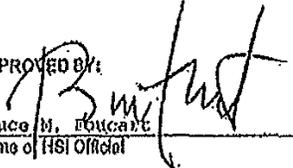
Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1610.

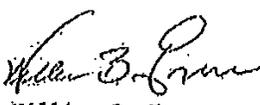
The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

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:   
Name of HSI Official: Bruce M. Boucane

  
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](mailto: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.

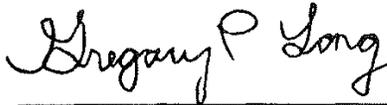
**IX. LIMITATIONS**

- 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

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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.

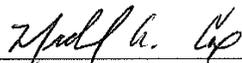
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability 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.

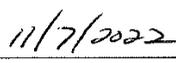
For the Drug Enforcement Administration:

\_\_\_\_\_  
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.

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-

**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

- (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 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.

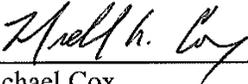
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability 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

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

(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;

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.

(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-

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

(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

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

(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;

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-

(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).

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

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.

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

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.

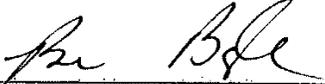
WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the New England area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New England area, the parties hereto agree to the following:

- 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.

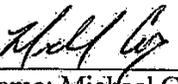
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability 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;
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- 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.
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- 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.
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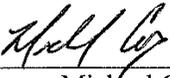
For the Drug Enforcement Administration:

\_\_\_\_\_  
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)**

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 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 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, MA Police Department  
1 Schroeder Plaza  
Boston, MA 02120

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

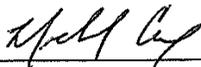
DEA New England Field Division

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

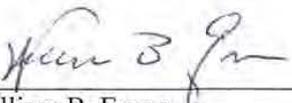
Section B, is amended to include as a State Executive Agency:

- 4. Boston Police Department, Boston, Massachusetts

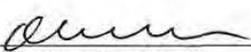
Appendix A – Agency Commitment of Resources

is amended to include:

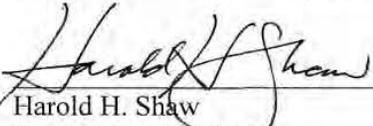
Boston Police Department shall provide, at a minimum, the following personnel resources: One (1) Full-Time Computer Forensic Examiner (sworn or non-sworn at agency discretion)

  
 \_\_\_\_\_  
 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.

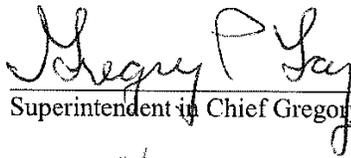
U.S. Secret Service  
Boston Field Office

Boston Police Department

fregan

Digitally signed by fregan  
Date: 2021.03.18 15:06:50  
-04'00'

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

Boston Police Department Response to 17f Request  
Re: Memoranda Of Understanding Between BPD And External Entities

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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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Boston Police Department Response to 17f Request  
Re: Memoranda Of Understanding Between BPD And External Entities

0070

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

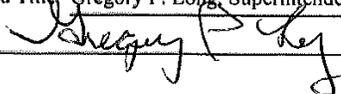
Phone: \_\_\_\_\_

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.

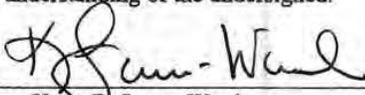
XXV. Duration

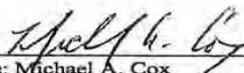
This memorandum is in effect upon signing by authorized representatives of participating agencies and USPIS and shall continue in full force and effect until terminated or canceled by the parties.

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:

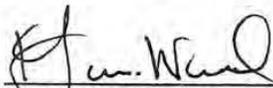
U.S. Postal Inspection Service  
ATTN Inspector Jesse Nason, Task Force Supervisor  
495 Summer Street, Suite 600  
Boston, MA 02210-2114

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.

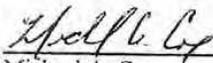
Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings,

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

Ketty D. Larco-Ward

USPIS Approving Official Name

Inspector in Charge

USPIS Approving Official Title

*Ketty D. Larco-Ward*

USPIS Approving Official Signature

3/28/25  
Date

Boston Police Department

Michael A. Cox

Agency Approving Official Name

Police Commissioner

Agency Approving Official Title

*Michael A. Cox*

Agency Approving Official Signature

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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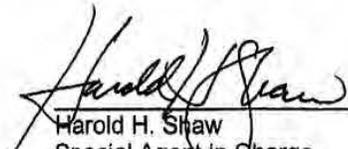
Boston Police Department Response to 17f Request

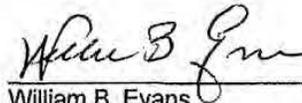
Re: Memoranda Of Understanding Between BPD And External Entities  
withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation. 0097

**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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Cyber Task Force  
Standard MOU for state/local partners  
November 4, 2014

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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).

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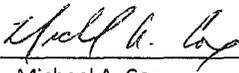
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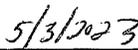
remaining Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

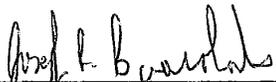
XIV. MODIFICATIONS

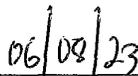
This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative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

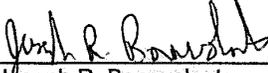
Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

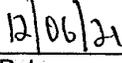
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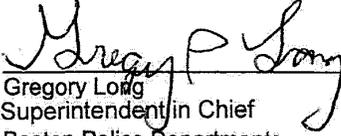
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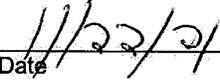
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**SIGNATORIES**

  
\_\_\_\_\_  
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]
- [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

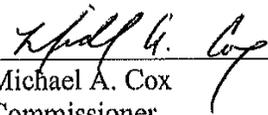
Date: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_