

Implementation Report: The Northwestern District Anti-Crime Task Force

A Community Innovation Challenge Grant Project serving the 47 communities of Hampshire and Franklin counties and town of Athol, with the following participating municipalities and organizations:

Town of Athol
Town of Amherst
City of Greenfield
City of Northampton
Franklin County Sheriff's Department
Hampshire County Sheriff's Department

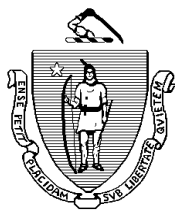
Town of Erving
Town of Southampton
Town of Montague
Massachusetts State Police
Office of Northwestern District Attorney

Franklin Regional Council of
Governments
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4/1/2014



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The Commonwealth of Massachusetts

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NORTHWESTERN DISTRICT

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May 1, 2014

Secretary Glen Shor
Executive Office of Administration and Finance
State House, Room 373
Boston MA 02133

Dear Secretary Shor,

It is my pleasure to submit this final implementation report on the work done under a Community Innovation Challenge grant to establish the Northwestern District Anti-Crime Task Force. This regional Task Force has had a tremendous impact on public safety and quality of life in the 47 communities of the Hampshire, Franklin, and North Quabbin regions. We moved from inadequately resourced efforts to fight major crime to coordinated regional effort to investigate and prosecute major drug trafficking and criminal enterprises in our Northwestern District.

The opioid and heroin public epidemic, and corresponding drug-related crimes, have been major challenges for our rural towns and small cities in our district. Regionalization for public safety is making a real difference in our region due to this CIC Grant. The Massachusetts Executive Office for Administration and Finance (ANF) is playing a critical role by providing the necessary funding to build and implement our Task Force. We are very appreciative for the assistance of CIC grant coordinator, Tim Dodd, who has been an invaluable partner in the success of our project. Thank you so much for the opportunity to continue to strengthen our partnerships between the many participating municipal and state law enforcement agencies.

Through the CIC grant, we formed an outstanding team of law enforcement professionals and prosecutors to investigate and prosecute major crimes in the region. Twelve full-time officers, four part-time officers, and a dedicated senior prosecutor did extraordinary work to reduce crime and impact the quality of life in our 47 Northwestern communities. Local, state, and federal resources have been coordinated with great success. There were 94 Task Force deployments resulting in 48 arrests for major crimes. Twenty-five (25) successful prosecutions have already resulted from this program. Thirty-seven percent (37%) of the Task Force cases have resulted in Superior Court indictments, further illustrating the high level of investigations and impact on reducing major crime.

CIC funding also allowed for professional development and training for both municipal police officers and state police detectives. The trainings on search and seizure, cell phone technology, digital forensics, human trafficking, and advanced investigation techniques has raised the level of professionalism for the task force members and the police departments where their knowledge and expertise is shared.

This report details the steps to achieving our objectives and the challenges along the way. I hope it will be useful to other regions contemplating similar public safety partnerships. I want to recognize the great work done by the participating Chiefs of Police and police officers from Town of Amherst, Town of Athol, Town of Erving, Town of Greenfield, City of Northampton, Town of Montague, Town of Southampton, Massachusetts State Police Narcotics Unit, Sheriff Robert Garvey and Hampshire Sheriff's Department, Sheriff Chris Donelan and Franklin Sheriff's Department, and Linda Dunlavy of the Franklin Regional Council of Governments.

I want to specially recognize Jeremy Bucci, Chief Trial Counsel, Office of Northwestern District Attorney, and Sergeant Chris Ray, Massachusetts State Police, for their extraordinary efforts in organizing and leading our Anti-Crime Task Force.

Sincerely,

A handwritten signature in blue ink that reads "David E. Sullivan". The signature is written in a cursive, flowing style.

David E. Sullivan
District Attorney

Executive Summary

The Office of Northwestern District Attorney (NWDA) received a Community Innovation Challenge Fund grant of \$81,288 to create a regional Anti-Crime Task Force. This Task Force brought together seven cities and towns, two sheriff's departments, the Massachusetts State Police and the NWDA to create a full time investigative group working to address major crimes in the Hampshire, Franklin, and North Quabbin regions. The Franklin Regional Council of Governments served as fiduciary for the project.

The program model included police officers assigned to the Task Force from all participating departments, working together to resolve important cases identified across the region. The regional collaboration was overseen by a governing committee comprised of representatives of each department that contributed a full time officer. The governing committee's responsibilities were: to review and recommend trainings for the Task Force officers, recommend areas of priority for the Task Force's investigative agenda, vote on disposition of non-currency forfeited assets and review the work contributions of each agency.

The Task Force proved extraordinarily effective at investigating, bringing to indictment, and prosecuting major crimes in the region. Indictment rates for the Task Force's cases were nearly ten times higher than those for similar crimes prior to the Task Force's creation. It serves as a successful model for cross-jurisdictional sharing in the law enforcement arena.

Section I: Partner Communities

The District Attorney and the FRCOG created the Task Force through the assignment of full time officers from each member department as part time or full time contributors to Task Force work, and was coordinated by the Northwestern District Attorney's office. The Franklin Regional Council of Governments (FRCOG) was the fiduciary.

- The Franklin Regional Council of Governments managed the funds, including all payments to participating departments and the reporting to the Executive Office of Administration and Finance.
- Northwestern District Attorney Dave Sullivan's office organized the trainings, convened the intelligence and executive committee meetings, negotiated signatures of the memorandum of understanding, and conducted all the data analysis.
- The Massachusetts State Police Narcotics Unit, detached to the Northwestern District Attorney's Office housed the regional crime investigation equipment purchased under the grant.

Police Departments of all kinds and sizes joined the Task Force. The following towns contributed full-time officers to the Task Force:

- Town of Athol Police Department (department size:18)
- City of Greenfield Police Department (department size:33)
- Town of Amherst Police Department (department size: 46)
- City of Northampton Police Department (department size: 68)

Additional full time officers were contributed by the following state and county departments:

- Franklin County Sheriff Department
- Hampshire County Sheriff Department
- Massachusetts State Police

The following towns contributed part-time officers to the Task Force:

- Town of Erving Police Department (department size: 8)
- Town of Montague Police Department (department size: 20)
- Town of Southampton Police Department (department size:10)

The officers' regular hourly rates were covered by municipal funds through the police budgets, and all trainings were subsidized by the Northwestern District Attorney's Office. Trainings were provided at no cost to the police departments other than the regular hourly rate of the officers on shift, and overtime were covered by the grant funds.

Committee Structure

Each law enforcement agency that contributes the work of at least one full-time officer to the Task Force participates as voting members on the executive board that oversees the work of the Task Force. The board reviews the work of the Task Force and makes recommendations areas of priority for the Task Force's investigative agenda. In addition, the group votes on the disposition of non-currency forfeited asses and reviews the work contributed by each agency. The executive board meets quarterly and is supported administratively and facilitated by the NWDA's Chief Trial Counsel, who is a non-voting member.

The Task Force Personnel Committee is made up of three officers and an NWDA representative and meets once a year to review applications for new officers.

The Intelligence Committee is a monthly meeting open to all 47 police departments in the Northwestern District, and attendance varies. Meetings involve a review of recent criminal activity and priorities for Task Force attention. This committee is also facilitated by the NWDA Chief Trial Counsel.

Section 2: Goals

The FRCOG and the DA's office sought to implement a Task Force devoted to investigating major crimes in the region. Desired outcomes included:

- Increase in requests for Task Force involvement in investigations;
- Development of a new regional criminal justice model through the establishment of a representative, active executive board;
- Ensure that the work of the Task Force would be focused on major criminal activity occurring within the district with efficient cross-jurisdictional collaboration; and
- Increase in clearance rate of major crimes in participating communities through cross-jurisdictional collaboration.

All were achieved, and are reported in detail in the Outcomes section below.



Figure 1 NWDA Dave Sullivan, Hampshire Sherriff Robert Garvey, and Franklin Sherriff Chris Donelan

Section 3: Implementation Plan

The Anti-Crime Task Force required significant work prior to the grant application, including individual meetings with each potential police department to discuss their interest and their concerns about participating. These meetings created the list of applicant partner communities and also informed the design of the program, which holds transparency and shared governance as key principles. The Task Force had a relatively short organizational phase after the grant award to get all of the agreements signed and officers assigned. The rollout phase involved the first meetings and decisions by the committees

Organizational Phase

- A Memorandum of Understanding between all participating departments was drafted, circulated and signed during the grant planning phase (see Regionalization Documents).
- A sub-contract between the District Attorney's Office and the Franklin Regional Council of Governments was signed (see Regionalization Documents). The FRCOG provided financial and grant management; submitting all reports and processing all bills for equipment and police department overtime expenses.
- An Executive Board was established with the following members:
 - Northwestern District Attorney Dave Sullivan;
 - Athol Police Chief Timothy Anderson;
 - Franklin County Sheriff Christopher Donelan;
 - Hampshire County Sheriff Robert Garvey;
 - Greenfield Police Chief Robert Haigh;
 - Amherst Police Chief Scott Livingstone; and
 - Northampton Police Chief Russell Sienkiewicz
- A Personnel Selection Committee was established. Members included:
 - Bernardston Police Chief James Palmeri;
 - Amherst Police Lieutenant Detective Ron Young;
 - Massachusetts State Police Sergeant Chris Ray; and
 - Chief Trial Counsel Jeremy Bucci
- Task Force officers were sworn in.

Task Force Rollout

- Task Force investigations began.
- During this phase, the Executive Board held a first meeting with all partners to:

- Prioritize equipment purchases
- Discuss most important criminal investigations in the District
- Discuss training priorities
- Discuss outreach and intervention priorities

Full Implementation

Governance: Once the Task Force was fully implemented, there were the following regular meetings:

- The Executive Committee met quarterly to discuss the most important criminal investigations in the District, set training priorities, review overtime expenditures and equipment purchases, and review the progress of criminal prosecutions initiated.
- Intelligence Meetings took place monthly to keep Task Force officers apprised of the most recent criminal activity and information relative to suspects

Capacity Building: In addition, regular trainings were offered to all Task Force officers to build capacity. Topics during the course of the year included:

- Basic Search Warrant Writing and Execution hosted by the Northwestern District Attorney's Office
- Search Warrant Safe Entry Training hosted by the Massachusetts State Police STOP Team
- Advanced Search Warrant Writing and Execution hosted by the Northwestern District Attorney's Office
- Investigating Human Trafficking hosted by the United States Attorney's Office
- Investigating Human Trafficking on Backpage webinar by Internet Crimes Against Children

Shared Crime Investigation Equipment: We originally assessed the assets of the Massachusetts State Police Detectives Unit Narcotics Section assigned to the Northwestern District Attorney's Office to determine where equipment and technology were lacking. The Task Force determined that there were several expensive items that were needed in order to bring the functioning of the unit to a place that maximized their investigative capabilities.

The Task Force sought price quotes for the most expensive items during the grant application process. The most expensive of the items at the time of the application were the pole camera with night vision capabilities, the GPS tracking device, and the Macbook Pro laptop. Once grant funding was appropriated, the price on some of the more expensive equipment had dropped substantially enough to allow for additional equipment to be purchased.

We learned that the iPad could be used to access and track our GPS trackers and could be used to access the CJIS database. Having this capability in field had obvious advantages for the Task Force officers. Additionally, some of the forensic software used to extract data on cell phones can be viewed more easily during courtroom presentation on the iPad. Eventually, the Task Force purchased an additional Macbook Pro and five iPads for field or courtroom use with the savings from the equipment and technology budget.

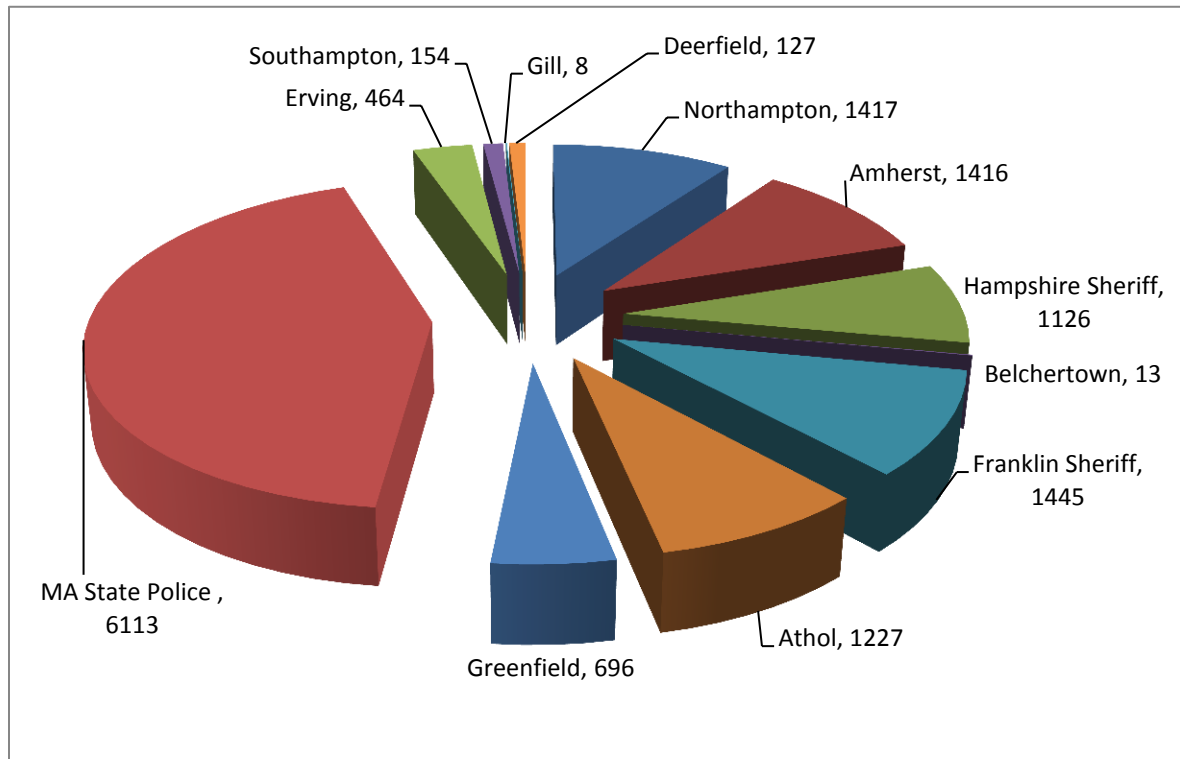


Figure 2: Amount of total 14,206 Police Department in-kind hours donated by partner agencies during the grant period

Section 4: Budget

Below is the original budget from the contract with EOAF. All three budget lines were spent out as planned.

ITEM	TOTAL COST
<i>Personnel</i> – overtime costs from participating police departments	\$56,000
<i>Equipment</i> – Regional Crime-fighting equipment to be used in Task Force investigations and shared by all member municipalities.	\$20,288
<i>Administration</i> – <i>FRCOG</i>	\$5,000

The only major changes were within the Police Overtime Budget. We originally budgeted for approximately one hundred hours of overtime each for the participating agencies contributing an officer full time to Task Force investigations. After the grant award several additional police agencies unexpectedly committed officers to the Task Force causing us to rethink the allocation of overtime reimbursement resources. The budget originally accounted for seven law enforcement agencies but the final number of participating agencies swelled to twelve by the time the MOU was finalized. In order to allocate some resources to all of the agencies who were willing to sacrifice time of one or more of their officers for Task Force investigations we recalculated the original allocations to include all of the participating agencies and made for equitable distributions.

Section 5: Challenges and Solutions

An early challenge was the concern by participating departments about local loss of access to officers assigned to the Task Force. All the participating police departments, regardless of size, were concerned that they might not be able to recall an appointed officer if needed in their jurisdiction. In all instances, assurances were given by the Massachusetts State Police sergeant overseeing the day to day investigations of the Task Force that any local personnel dispatched to the Task Force would be made available to their home department immediately if the need ever arose. The concept of the Task Force is predicated upon the idea that pooled resources in smaller communities is the best model to successfully investigate major criminal activity occurring in the Northwestern District. In addition to local departments being given the assurance of immediate access to their own personnel the benefit of participation in the Task Force was that, if the need arose, the Task Force would prioritize and deploy its assets and personnel for the benefit of any of the participating agencies. This model not only gave local communities the assurances needed to have continued access to their own officers but also added the value of a mobile, highly trained, well-staffed, and well-equipped team of investigators to address their communities' most serious criminal investigations.

The second challenge in the implementation of this program was the ability to get overtime reimbursement funds to Task Force partners located in other state agencies. Some of the key partners in the Task Force have staff funded through the state budget, including two Sheriff's Departments and the Massachusetts State Police. State budget restrictions on subcontracting posed a challenge in treating these partners the same as their municipal counterparts in terms of paying for their overtime. FRCOG and the Northwestern DA worked with each state partner to identify a way to involve their staff. In all cases we were able to find a solution for how to involve the officers.

The final challenge is sustainability. The Task Force clearly met all of its goals for improving the quality and breadth of criminal investigations in the region through state and municipal collaboration. The project has developed support at the local level for continued involvement. Each of the participating department pays for the salaried regular time hours of the Task Force member(s) they have assigned. These costs represent a significant in-kind donation on the part of each member department (see Figure 2). However, identifying continued funding for overtime costs associated with investigation is the real economic challenge. The Task Force members continue to work on identifying state and federal sources of funding. We are grateful to have received a CIC Expansion Grant to add new communities and integrate our efforts with the new Opioid Education and Awareness Task Force of Franklin, Hampshire, and North-Quabbin.



Figure 3 Greenfield Mayor Martin, NWDA Sullivan and Greenfield Police Chief Haigh unveil a new prescription drug take-back box

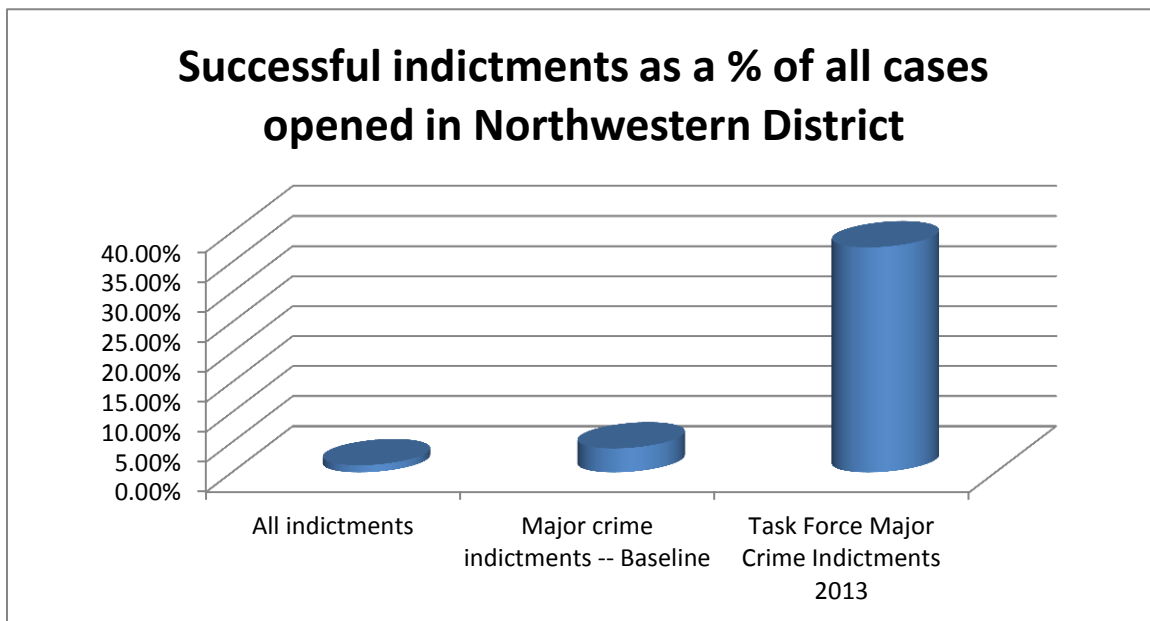
Section 6: Outcomes

Staffing: There are a total of twelve sworn officers that worked full time day-to-day in concert on Task Force cases. There were an additional four officers from other communities that contributed work on a part-time basis to Task Force investigations.

Case Load: During the grant period there were a total of ninety four (94) Task Force deployments resulting in forty eight (48) people being arrested for crimes that were investigated by the Task Force.¹

Effectiveness: Indictment rate is an important metric to measure the productivity and value of a law enforcement Task Force because only the most important and well investigated cases are indicted. Importantly, eighteen (18) people arrested in Task Force investigations have been indicted to Superior Court and there have been thirty (30) defendants charged in the District Courts – an overall rate of indictment of 37.5%. This stands in stark contrast to the overall indictment rate of all cases prosecuted in the Northwestern District – approximately 1.2%. It is also a vast improvement over the baseline indictment rate of cases like those investigated by the Task Force in previous years – which was approximately 4%. This statistic speaks to the importance and quality of the investigations that the NDATAF investigated.

Also worth highlighting is the relative success of the prosecutions commenced as a result of Task Force work. To date, there have been a total of 25 successful prosecutions that have resulted from this program. Every prosecution of a Task Force arrest has been successful, and none of the evidence seized during any Task Force activity has been excluded/suppressed. .



¹ Of the 94 deployments many of those were calls for the Task Force to assist with warrant arrests or other types of assistance on investigations that were not directed by the Task Force.

In addition to the above outcomes, the Task Force's contract with the Executive Office of Administration and Finance spelled out a number of additional deliverables. These are listed below and are available from the FRCOG or Northwestern District Attorney's office to any interested party:

- FRCOG Subcontract with NWDA (see Attachment B, Regionalization Documents);
- Template MOU (see Attachment A, Regionalization Documents)
- Minutes, agendas, and other evidence of meetings of steering and personnel selection committees;
- Copies of outreach materials;
- Copies of signed MOUs from each participating municipality;
- Baseline data report;
- Appointment letters for Task Force officers;
- Sign-in sheets for trainings;
- Activity reports;
- List of regional crime investigation equipment (see Attachment C, Regionalization documents); and
- Equipment lending policy (see Attachment A, Regionalization Documents)

Contact Information

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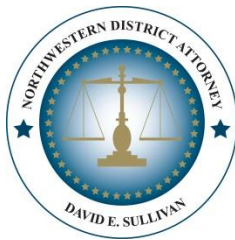
Regionalization Documents

- Attachment A: Memorandum of Understanding between participating towns
- Attachment B: Memorandum of Agreement between FRCOG and the District Attorney's office
- Attachment C: List of materials purchased through the grant
- Hyperlink: [Anti-Crime Task Force Press clips](#)



Figure 4 NWDA Chief Trail Counsel Jeremy Bucci, FRCOG Director of Community Services Phoebe Walker, Lt. Governor Tim Murray and NWDA Dave Sullivan at the 2013 CIC Grant Awards Event at the State House

Attachment A: Memorandum of Understanding between participating cities and towns



NORTHWESTERN DISTRICT ANTI-CRIME TASK FORCE Memorandum of Understanding

Introduction

This Memorandum of Understanding (MOU) is intended to set forth the terms and agreements between participating agencies in the Northwestern District, which comprise the Northwestern District Anti-Crime Task Force, hereinafter referred to as NDATAF.

Mission Statement

NDATF has been established to fill a void in investigative capabilities in the area comprising the Northwestern District relative to illegal narcotics, unlawful firearms offenses, gang related crimes, major crimes, human trafficking, and other organized criminal activities. Past efforts have proven that there is a need for a swift, disciplined, coordinated, and cooperative approach to multi-jurisdictional investigations. The mission of the NDATAF project is to provide local law enforcement agencies in the Northwestern District with a means to identify, investigate, and prosecute illegal narcotics offenses, unlawful firearms offenses, gang related crimes, major crimes, human trafficking, and other organized criminal activities and to allow these investigations to move unhampered by local jurisdictional boundaries within the participating District. The NDATAF will also serve as an intelligence repository for law enforcement agencies, a support group for local drug and substance abuse efforts, a tool to curb gang and drug related violence, human trafficking, and other organized criminal activities, and a resource for drug education programs. The NDATAF project will work cooperatively with the Massachusetts State Police Narcotics Unit operating out of the Northwestern District Attorney's Office and coordinate its efforts with local, state and federal agencies tasked with investigating illegal narcotics offenses, unlawful firearms offenses, gang related crimes, major crimes, human trafficking, and other organized criminal activities. This project will coordinate between all available law enforcement options in the county, including federal agencies and federally run Task Forces, and will supplement and provide resources to investigations into illegal narcotics offenses, unlawful firearms offenses, gang related crimes, major crimes, human trafficking, and other organized criminal activities impacting the Northwestern District.

Participating Agencies

The NDATAF project will focus its efforts on communities and their respective law enforcement entities within the jurisdiction of the Northwestern District, which are within the jurisdiction of the Northwestern District courts and that of the Northwestern District Attorney's Office.

Each and every community within the confines of the Northwestern District is eligible and encouraged to participate in the NDATAF project, to request its services and receive its assistance. The core of the NDATAF project will be comprised of full-time investigators assigned by participating agencies to the NDATAF on a full-time basis. Other agencies may contribute to the efforts of the NDATAF by assigning full-time officers to the NDATAF on a less than full-time basis.

The senior ranking officer of the NDATAF shall be the commander of the Massachusetts State Police Narcotics Unit operating out of the Northwestern District Attorney's Office.

Full-time assignment to the NDATAF requires that the chief of police or head of the participating agency notify the Northwestern District Attorney's Office of their desire to nominate and assign personnel to the NDATAF and indicate that such assignment would be "full-time." A nomination form for assignment to the NDATAF is attached hereto. A full-time assignment is an assignment where the officer nominated would be expected to work with the NDATAF at least four days a week during their regular (non-overtime) shift with a total contribution to the NDATAF of 1300 working hours per calendar year.

A less than full-time nomination may be made by a participating agency to the NDATAF. The chief of police or head of the participating agency may nominate a candidate for assignment to the NDATAF for a period of at least two days per week with the NDATAF by indicating "part-time" designation on the attached nomination form.

Decisions about participating personnel in the NDATAF shall be within the exclusive discretion of the Personnel Committee. Once an appointment is made by the Personnel Committee all NDATAF officers shall serve on the Task Force at the will of the senior ranking officer of the NDATAF and with the permission of their respective police chief or head of agency. The senior ranking officer of the NDATAF can remove an officer from the Task Force with or without cause if the senior ranking officer of the NDATAF deems it in the best interests of the Task Force. In the event of such a removal the participating agency will have the opportunity to nominate a different candidate officer for participation on the NDATAF for the Personnel Committee's consideration.

Executive Board

An Executive Board shall be comprised of the District Attorney and/or their designee, the senior ranking officer of the NDATAF, and the chiefs of police or their designee for all full-time participating entities in the NDATAF. The responsibility of this Executive Board will be to meet periodically to review the operations and progress of the NDATAF project, assess its effectiveness, and to make recommendations for improvement.

Personnel Committee

The Personnel Committee will be responsible for making appointments to the NDATAF after consideration of nominations made by a chief of police or head of a participating agency. The senior ranking officer of the NDATAF, the District Attorney or his designee, a representative from a law enforcement agency in Franklin County appointed by the District Attorney, and a representative from a law enforcement agency in Hampshire County appointed by the District Attorney shall constitute the Personnel Committee. The Personnel Committee will review such nominations and make personnel determinations by factoring a candidate's overall and specialized training, experience, work ethic, integrity, trustworthiness, specialized skills, and the compatibility of the candidate's personality with the NDATAF as a whole. The committee's determination of appointment to the NDATAF shall be made unanimous.

Prosecutorial Participation

All Task Force communities fall under the prosecutorial jurisdiction of the Northwestern District Attorney. The Northwestern District Attorney agrees to assign a primary prosecutor for Task Force matters. The assigned prosecutor for the Task Force shall be the primary contact for legal questions and issues related to Task Force investigations.

Command and Control

NDATF officers shall, first and foremost remain employees of their respective agencies under the command of said agency. NDATAF officers shall additionally be subject to all applicable rules, regulations, policies and procedures of their respective communities. While performing under the auspices of the NDATAF project, officers shall be under the command of the senior ranking officer of the NDATAF who is the commander of the Massachusetts State Police Narcotics Unit operating out of the Northwestern District Attorney's Office or in his/her absence their designee. Each officer assigned to the NDATAF project shall be responsible for obtaining proper authorization from his/her home agency before participating in NDATAF operations. Any assistant district attorney assigned to the NDATAF project shall remain under the supervision of the district attorney. Any civilian personnel assigned to the NDATAF will be supervised by the senior ranking officer of the NDATAF.

Rules and Regulations

All NDATAF officers acting pursuant to a request for investigative assistance or who are performing a law enforcement function outside of their territorial jurisdiction shall adhere to the rules, regulations, policies and procedures of their own agency. Should a situation arise whereby an officer from a participating agency is asked to perform a task or duty which is inconsistent or in violation of such rules, regulations, policies and/or procedures of their own agency, he/she shall immediately notify the senior ranking member of the NDATAF that he/she cannot perform the task asked of them.

Liability and Immunity

Each participating agency shall be liable for the salaries, overtime and benefits of its personnel while they are providing assistance to a member of the NDATAF community. All compensation and other benefits enjoyed by the officers within their own jurisdictions shall extend to them

while providing assistance to another member agency outside of said jurisdiction. Whenever a NDATAF officer seeks overtime to participate in a NDATAF investigation the NDATAF officer must first seek permission from the chief of police or their designee of the NDATAF officer's home participating agency. Where advanced approval is not feasible the participating agency accepts all responsibility for payment of overtime accrued.

Where money is made available by way of grant funding to help defray the costs of such incurred overtime each NDATAF officer shall first request permission from the senior ranking officer of the NDATAF prior to working such grant funded overtime. Should the NDATAF receive money to defray overtime costs from a legislative supplement or line item all NDATAF officers shall seek permission from the senior ranking officer of the NDATAF prior to working any such overtime.

Where funds to defray costs of overtime become available through grants or legislative funding each member agency may make application to the senior ranking officer of the NDATAF for payment of or reimbursement to said agency for overtime that has been previously approved by the senior ranking officer of the NDATAF. Any overtime reimbursement sought without compliance with the requirements of seeking permission prior to the overtime being worked and having such request granted by the senior ranking officer of the NDATAF shall be denied.

The amount due any officer shall not exceed that officer's regular overtime rate. In the case of a reserve, part-time, or special officer, the amount which the NDATAF shall reimburse any participating agency or officer shall be their regular reserve, part-time, or special officer hourly rate. Overtime hours shall not be reimbursed on so-called "outside detail" or "road job" rates and the NDATAF shall not be liable for any administrative costs to any participating agency.

Each participating agency/department shall be liable for the compensation of its respective police officers who are performing their duty pursuant to this agreement beyond their territorial jurisdiction and who are injured or killed without fault of their own.

All immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various parties hereto have in their own jurisdiction shall be effective in the jurisdiction in which they are providing assistance pursuant to a request by another participating agency or community within the jurisdiction of the NDATAF.

Each party to this MOU shall waive against any and all other parties hereto any and all claims which may arise out of the officers of each agency while rendering or receiving assistance, except for intentional injuries and acts outside of the officer's authority.

All immunities from liability enjoyed by each signatory agency within its own jurisdiction shall extend to its participation in rendering assistance outside of its boundaries to the extent authorized by law.

Case Acceptance Criteria

The NDATAF shall have no case acceptance criteria beyond the local participating police agency's certification that their community has a specific illegal narcotics offense, unlawful firearms offense, gang related crime, major crime, human trafficking, and other organized criminal activity which is of major concern to them and that their agency does not have the ability to effectively respond without assistance. The role of the NDATAF will be to respond to all requests for assistance where the case involves illegal narcotics offenses, unlawful firearms offenses, gang related crimes, major crimes, human trafficking, and other organized criminal activities. If the community requesting assistance from the NDATAF is not a participating agency

the chief of police of the requesting agency will be requested to assign an officer, if possible, to work with the assisting Task Force officers to successfully address their concerns.

De-Confliction

In an effort to ensure officer safety and responsible allocation of resources upon activation of a narcotics investigation the NDATAF will run de-confliction query through the Drug Enforcement Agency's High Intensity Drug Trafficking Area database.

Mutual Aid Agreement

The parties to this MOU recognize that a multi-agency approach is needed in order to protect the citizens of and provide quality law enforcement to the citizens of the Northwestern District. They further recognize that in addition to the sharing and exchange of information, ideas, and equipment a multi-agency approach will be most effective if they also share and exchange the services of their police officers.

The parties to this MOU recognize that the General Court has enacted Massachusetts General Laws Chapter 40, Section 8G as enabling legislation allowing police departments to request of and provide to other police departments police officers who have authority while serving within the limits of the city or town which requests of the their services.

In signing this MOU, each signatory chief of police hereby certifies their intention to enter into a mutual aid agreement established under said Massachusetts General Laws Chapter 40, Section 8G. Each signatory chief of police additionally consents to provide such police services of his/her department to any other signatory agency under the terms and conditions of such mutual aid agreement.

Nothing in this MOU authorizes a participating agency to conduct law enforcement actions or provide police services in another jurisdiction without the knowledge and consent of the chief of police of that municipality.

Furthermore, every officer participating in the NDATAF, other than the members of the Massachusetts State Police who may serve on the NDATAF, shall be sworn as Deputy Sheriff's by both the Hampshire and Franklin Sheriffs pursuant to M.G.L. c. 37, § 13 to allow mutual aid of all other NDATAF officers in the execution of their duties.

Booking and Prosecution

Any arrest made during a NDATAF operation/investigation shall be booked at a station/barracks chosen by the senior ranking officer of the NDATAF.

Any officer of a participating agency who makes an arrest outside of his/her territorial jurisdiction, but within the jurisdiction of another participating agency, shall as soon as practicable turn the prisoner over to an officer within that jurisdiction for processing.

Any officer who makes an arrest outside of his/her territorial jurisdiction for a crime over which his department does not have jurisdiction, shall provide to the participating agency where the crime occurred, full and complete information about his/her investigation and arrest, including but not limited to a written report. Each participating agency shall ensure that the arresting officer is available for any and all necessary court appearances.

Training

Each participating agency shall designate certain and specific officers who are authorized to participate in investigations pursuant to this MOU. Each participating agency shall be responsible for the proper familiarization and training of these designated officer(s) in the terms and conditions of this MOU. The NDAF may additionally sponsor training determined to be in the best interest of the participating officers and may also, upon agreement of the Executive Board make certain and specific training mandatory for designated officers.

Civil Forfeiture Procedures

The NDAF will make every effort to ensure the fair distribution of assets seized and forfeited by the NDAF as a result of its investigations to participating agencies and assisting agencies. The 50% law enforcement share of any and all assets shared with or forfeited under the provisions of M.G.L. c. 94C, § 47, that are seized by the NDAF during the course of an investigation shall be divided between participating members of the NDAF and any assisting police agencies using the following formula:

All participating agencies with a full time NDAF officer shall share in equal parts of 80% of the available law enforcement share.

All participating agencies with a less than full time NDAF officer shall share equal parts 10% of the available law enforcement share.

Assisting police agencies shall share equal parts of 10% of the available law enforcement share.

Should assets be seized, forfeited and shared pursuant to other laws distribution of those assets shall be done in accordance with applicable laws in a fair and equitable manner. Nothing in this MOU shall prevent any participating agency from applying for their fair share of assets under 21 USC 881, or any other similar federal provision.

Where "Buy Money" is supplied by any participating agency (e.g., the NDAF, the Northwestern District Attorney's Office, or any other law enforcement agency) in operations/investigations of the NDAF and that money is later seized and forfeited it shall be returned to the supplying agency before division of other assets is made.

Motor vehicles seized and later forfeited during NDAF operations/investigations that are in serviceable condition and deemed useful to NDAF operations shall be titled to a participating agency to be maintained, registered, and put into use for other NDAF operations/investigations. Should a participating agency decide to terminate its participation in this MOU, or should the NDAF be dissolved for any reason, any such motor vehicle shall be auctioned immediately and the proceeds shall be given to the Northwestern District Attorney's Office for distribution in accordance with this MOU. Should a motor vehicle be seized and later forfeited during NDAF operations/investigations that is deemed unusable such property shall be sold and distribution of proceeds will be made in accordance with this MOU.

Any real property seized and later forfeited during NDAF operations/investigations shall be auctioned and distribution of proceeds will be made in accordance with this MOU. Real property that has been forfeited may be converted for use of the NDAF where after majority vote by the Executive Board that the real property is useful for future NDAF operations/investigations and the property is thereby designated for use by the Executive Board consistent with the Mission of the NDAF. Should the NDAF be dissolved for any reason, any

such real property shall be auctioned immediately and the proceeds shall be given to the Northwestern District Attorney's Office for distribution in accordance with this MOU.

Any other property seized during NDATAF operations/investigations shall be auctioned and the proceeds shall be given to the Northwestern District Attorney's Office for distribution in accordance with this MOU. Should a participating agency desire the use of other types of forfeited property that agency shall be afforded the opportunity to purchase the forfeited property by contributing the fair market value of the item less their share of the proceeds of the item if it were sold by the NDATAF. In the alternative the Executive Board may, by majority vote, permit use of other property by a participating agency during their participation in this MOU for the benefit of the NDATAF. Should a participating agency making use of such other property decide to terminate its participation in this MOU, or should the NDATAF be dissolved for any reason, any such other property shall be auctioned immediately and the proceeds shall be given to the Northwestern District Attorney's Office for distribution in accordance with this MOU.

Acquisition, Oversight and Disposition of Investigative Equipment

The senior ranking officer in the NDATAF shall be responsible for annual physical inventory of investigative equipment and other material items purchased on behalf of the NDATAF.

Should the NDATAF be dissolved for any reason all computer equipment, associated peripherals, investigative equipment or other physical property purchased with grant funding intended to benefit the NDATAF shall remain available to any and all law enforcement agencies which were at the time of dissolution signatories of this MOU. The exceptions shall be any rights to software or technology granted under any multiple user agreement. In such an instance, rights to said technology shall be come null and void at the discretion of the participating agency to whom such rights were originally granted.

Should a participating agency decide to terminate its participation in this MOU, any and all computer equipment, associated peripherals, investigative equipment or other physical property purchased under any grant intended to benefit the NDATAF shall be immediately returned to the control of the NDATAF by such terminating agency. Under no circumstances or conditions shall any computer equipment, associated peripherals, investigative equipment or other physical property purchased under any grant intended to benefit the NDATAF be deemed to become the sole property of a single law enforcement agency whether or not a signatory member of this MOU.

Furthermore, nothing in this MOU shall make equipment purchased by a participating agency and used by the NDATAF property of the NDATAF. Such equipment shall remain the exclusive property of the participating agency and responsibility for inventorying, maintaining, and upkeep of such equipment shall belong to the participating agency that owns the equipment.

Terms and Conditions of this MOU

This MOU shall remain in full force and effect until terminated by all signatory parties hereto. Should any party wish to withdraw from this MOU, it may do so by notifying all other parties in writing.

Should any signatory chief of police retire or otherwise leave office, the successor police chief will be requested in writing whether he/she accepts all of the terms of this MOU. All such statements shall become an attachment hereto.

Any police agency within the jurisdiction of the NDATAF that is not originally a party to this agreement may become a party to said agreement by sending a written request to the senior ranking officer of the NDATAF. Such a request shall be signed by the requesting department's chief of police, shall nominate an officer for participation and indicate whether the candidate would be a full time NDATAF officer or less than full time, and shall include a statement that the chief of police accepts all of the terms and conditions of this MOU. Upon receipt of such a request the senior ranking officer of the NDATAF will forward the request to all other members of the Executive Board. The Executive Board will meet and discuss the recommendation of the senior ranking officer of the NDATAF regarding the candidate officer and agency. The requesting police agency will become a party to this MOU only upon majority vote of the Executive Board. The candidate officer, if accepted by the senior ranking officer of the NDATAF, will serve as all other NDATAF officers, at the will of the senior ranking officer of the NDATAF.

On a yearly basis, each participating agency shall submit in writing a letter certifying that they will accept and adhere to the requirements of this MOU. Said certifications should be directed to the senior ranking officer of the NDATAF. The originals of such certifications shall be retained by the NDATAF.

This MOU may be amended in writing only with the written approval of each police chief (or their designee) of all participating agencies.

Nothing in this MOU shall interfere with any other agreements between departments which exist exclusive of this MOU.

The senior ranking officer of the NDATAF shall be responsible for collaborating with any chief of police prior to any press release to ensure that the chief of police and the NDATAF are comfortable with all information released. No other individual officer of the NDATAF may communicate directly with the press about any NDATAF investigation without first seeking approval from the senior ranking officer of the NDATAF.

The senior ranking officer of the NDATAF shall be responsible for the fiscal administration of the NDATAF and is responsible for timely submissions of any and all reports required by agencies providing grant funding to the NDATAF.

This MOU consists of SEVEN pages which do not include the letters of commitment from the signatory chiefs of police, which shall be renewed annually. Copies of said letters of commitment shall be attached hereto as a permanent record. The originals of commitment letters, request to join, and withdrawal letters, shall be retained by the Executive Board.

Attachment B: Memorandum of Agreement between the NWDA and FRCOG

MEMORANDUM OF AGREEMENT
by and between
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
AND
Northwestern District Attorney's Office

This Agreement is by and between the Franklin Regional Council of Governments, hereinafter called 'FRCOG' or "the Council" (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301 ph 413-774-3167); and the Northwestern District Attorney's Office, hereinafter called "NWDA" (whose primary place of business is One Gleason Plaza | Northampton, MA 01060)

Whereas FRCOG acts as Fiduciary Agent for the Northwestern District Attorney's Anti- Crime Task Force (hereinafter called "NWDA TF")'s 2013 Community Innovation Challenge (CIC) Grant, and

Whereas the Executive Office of Administration and Finance funded a CIC grant for the NWDA TF with attached Scope of Work and

Whereas the Council does not provide Criminal Justice investigations, and

Whereas FRCOG, as Fiduciary, proposes to engage the members of the NWDA TF to provide these services, and

Whereas this project shall be conducted in accordance with this Agreement, as more specifically amended or supplemented by Attachments A and B,

Whereas, this Agreement, together with Attachment A and Attachment B represents the entire understanding of the parties, and neither is relying upon any representation not contained herein.

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

ARTICLE 1 ENGAGEMENT OF THE NWDA

The Council hereby engages the NWDA and the NWDA agrees to coordinate the work to be performed by NWDA TF members as required in Attachment A: CIC Scope of Services. In performing the services under this Agreement, the NWDA shall be deemed to be independent and not an employee(s) of the Council.

The Council may terminate, in writing, this Agreement for non-performance of the services required under this Agreement including the progress of work for such services. The Council may also terminate the contract for convenience with 30 days written notice.

In the event that there is a disagreement between the NWDA and the Council, the terms of this Agreement for Services shall control.

ARTICLE 2 SERVICES AND RESPONSIBILITIES OF THE NWDA

The NWDA is comprised of representatives from multiple police forces, both local and the Mass State Police. The NWDA will ensure that the work of the NWDA is done in accordance with the CIC contract and Attachment A.

The NWDA will submit invoices at least quarterly and at most monthly. These invoices will include a cover letter, NWDA member time sheets in accordance with Council requirements, and receipts for any equipment purchases.

The NWDA shall report at least quarterly and at most monthly on the project outcomes, as agreed upon in Attachment A, Scope of Services.

The NWDA shall receive prior approval from the Council for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The NWDA is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of the Council and any work performed outside the SCOPE OF SERVICES without the prior written agreement of the Council, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The NWDA will use best efforts to email or hand deliver all material for CIC Reports to the Council not less than ten (10) working days prior to the due date, so that the Council can incorporate it into the final product.

The NWDA and NWDA shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

All records of the NWDA pertinent to this Agreement shall be retained for a period of not less than seven (7) years.

ARTICLE 3 SCHEDULE

The Services as required under this Agreement shall be completed by the NWDA members no later than January 15 (the end of the grant period), and by the NWDA no later than April 1, 2014 (the due date of the final report).

ARTICLE 4 RESPONSIBILITIES OF THE COUNCIL

The Council shall manage all of the CIC grant funds, including paying invoices on time and ensuring adequate backup for invoices.

The Council shall manage the CIC Contract with the Executive Office of Administration and Finance (ANF).

The Council shall submit timely reports on behalf of the NWDA TF to the ANF.

The Council shall make available to the NWDA copies of all available information pertinent to the project including any background information on file at Council Office.

ARTICLE 5 PAYMENTS TO NWDA and NWDA TF Members

There will be no payment to the NWDA for work under this agreement. The NWDA will be reimbursed for the purchases required under the grant, as described in Attachment B, but will receive no payment for coordinating the work of the NWDA TF from the Council.

For purchase reimbursements, the NWDA shall be compensated in accordance with invoices submitted by the NWDA to the FRCOG as often as quarterly and no later than 15 days after the end of the grant period. Payments will be made within 30 days after the submission of invoices. The FRCOG is not subject to sales tax and cannot reimburse the NWDA for sales tax paid.

The total amount of equipment purchase reimbursements for this project will not exceed \$20,288

ARTICLE 6 - SOURCE OF FUNDING

The funding for the services is provided by a Community Innovation Challenge grant and the agreement is wholly dependent on the availability of funds

ARTICLE 7 – INDEMNITY

The NWDA shall indemnify, save harmless and exempt FRCOG, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, and attorney's fees incident to any work done in performance of this Contract.

ARTICLE 8 - CONFLICT OF INTEREST

No officer, employee, agent, or member of the Council or NWDA shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of the NWDA or the Council, whether such interest is direct or indirect. Both parties shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 9 – CONFIDENTIALITY STATEMENT

The NWDA hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law

enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The NWDA acknowledges that they will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Council.

All written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 10 – FORCE MAJEURE

The NWDA shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the NWDA.

ARTICLE 11 – AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 12 – ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement this day of April 2013

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

Linda Dunlavy, Executive Director
Franklin Regional Council of Governments

For the NWDA

Jeremy Bucci, JD

/

Chief Trial Counsel

Attachment C: List of Materials Purchased Through the Grant

Regional Crime investigation equipment/software purchased with Community Innovation Challenge grant funding

- 2 GPS Trackers
- 1 Pole Camera
- 2 Macbooks (and 2 Windows licenses)
- 5 iPads
- 20 Thumbdrives
- 6 1TB drives
- 1 Lantern software license

The equipment is warehoused at the Northwestern District Attorney's office in Northampton.

Use of the regional equipment is available to any of the Task Force member police departments, and is governed by the usage agreement set forth in the Memorandum of Understanding signed by all member communities.