

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE MASSACHUSETTS DEPARTMENT OF STATE POLICE
AND THE ILLEGAL TOBACCO TASK FORCE

This Agreement (“Agreement” or “Memorandum”) by and between the **Massachusetts Department of State Police** (hereinafter the “MSP”) and the **Illegal Tobacco Task Force Members** (hereinafter the “Task Force Members”) (collectively referred to as “the Partners”) relative to combating illegal tobacco distribution within the Commonwealth and enforcing through investigative efforts compliance with M.G.L. c. 64C, §§33-38A.

RECITALS

WHEREAS, the Multi-Agency Illegal Tobacco Task Force (“Task Force”) was created pursuant to M.G.L. c. 64C, §40. The Task Force is co-chaired by the Colonel of the State Police and the Commissioner of Revenue or their designees and additionally consists of the Secretary of Public Safety and Security, State Treasurer, Attorney General, and Commissioner of Public Health, or their respective designees.

WHEREAS, the Task Force has been statutorily charged with coordinating efforts to combat the illegal sale, possession, distribution and transportation of contraband tobacco within the Commonwealth. See M.G.L. c. 64C, §§ 33-38A. Pursuant to M.G.L. c. 64C, §40, the Task Force has been statutorily charged with conducting targeted investigations and enforcement actions against violators.

WHEREAS, the Task Force, pursuant to M.G.L. c. 64C, receives operational funding and maintains a budget (“Task Force budget”) to carry out its statutory mission of investigating and enforcing the illegal possession and distribution of illegal contraband tobacco. Since its inception, the Task Force has conducted numerous investigations.

WHEREAS, the proper storage and preservation of contraband tobacco as evidence for subsequent civil and criminal prosecutions is necessary and required to fulfill the Task Force’s obligation to prosecute those individuals charged with violating M.G.L. c. 64C, §§33-38A.

WHEREAS, increased investigative and enforcement activities has led to the seizure of larger quantities of illegal tobacco, resulting in a strain on the Task Force’s storage capacity to keep and preserve as evidence seized contraband tobacco and related evidence. The Task Force has outgrown its current storage facilities and has spent time in the past year exploring other storage options to accommodate the growing amount of seized contraband tobacco which has negatively affecting overall investigative efforts.

WHEREAS, the Task Force acknowledges the need and importance of promptly procuring, obtaining, and utilizing additional and sufficient storage space for seized evidence and contraband tobacco. The Task Force members acknowledge that the MSP is a law

enforcement agency with extensive knowledge, experience and responsibilities relative to the storage of seized evidence and contraband.

NOW THEREFORE, in light of the forgoing, the Task Force Members agree as follows:

1. The MSP will control the procurement and selection process of a vendor to provide storage facilities necessary for the preservation of seized contraband tobacco and other related evidence, subject to approval of final lease by the Task Force;
2. Once the final lease is approved by the Task Force, the Task Force budget will provide all necessary funding for the MSP's procurement, purchase, utilization and maintenance of said storage facilities, including initial set up costs up to \$10,000, subject to appropriation;
3. The Task Force budget will provide all funds necessary for the ongoing management and maintenance of the storage facilities, including but not limited to, all necessary repairs and the purchase of equipment deemed necessary by the MSP to conform to applicable industry standards, subject to approval by the Task Force for any single repair or equipment purchase that exceeds \$7,500, reviewable each fiscal year and subject to appropriation;
4. The Task Force agrees to seek additional appropriation if storage facility expenses arise that are not covered pursuant to M.G.L. c. 258¹, and/or pursuant to any premise liability insurance in place at the time of incident;
5. The MSP shall notify each Task Force member or contact designee at least forty-eight (48) hours in advance of any planned operational or maintenance activity that may cause a reduction in performance or impede the use of the storage facility;
6. The MSP will afford reasonable access to the storage facilities by authorized Task Force members or designees upon reasonable notice;
7. Task Force members will each designate a primary contact for all coordination between the Task Force on all issues regarding procurement, purchase, utilization, and maintenance of said storage facilities;
8. The MSP will provide, without undue delay, all records, documents, receipts, bills, statements, and invoices relative to the procurement, purchase, utilization, and maintenance of said storage facilities;
9. The MSP will retain care, custody and control of the storage facilities and facility equipment subject to provisions outlined in this Memorandum;

¹ The Commonwealth (and its agencies) is a self-insured entity responsible for the negligent acts and omissions of its employees pursuant to M.G.L. c. 258.

10. Task Force members will furnish any and all necessary documents to facilitate the procurement, purchase, utilization, and maintenance of said storage facilities; and
11. For purpose of this Memorandum, unless otherwise designated in writing, all notices shall be in writing, shall be sent or deemed served if delivered by hand, first class certified or registered mail, facsimile, and/or email to the designated primary contacts.

PRIMARY CONTACTS

The primary contact for all coordination between the Task Force on all issues regarding procurement, purchase, utilization, and maintenance of said storage facilities are as follows. A Task Force member may modify its primary contact person by providing written notice of the change.

Department of Revenue

Name: Marikae Grace Toyé
Title: Associate General Counsel
Email: toyem@dor.state.ma.us

Department of the State Police

Name: Maj. Steven P. Fennessy
Title: Major
Email: Steven.Fennessy@pol.state.ma.us

Attorney General

Name: Amber Villa
Title: Chief, Neighborhood Renewal Div.
Email: amber.villa@mass.gov

Executive Office of Public Safety and Security

Name: Susan Terrey
Title: General Counsel
Email: susan.w.terrey@mass.gov

Office of the State Treasurer

Name: Michael Sweeney
Title: Executive Director, MA State Lottery Commission
Email: msweeney@masslottery.com

Department of Public Health

Name: Patricia Henley
Title: Director, MA Tobacco Cessation and Prevention Program
Email: patricia.henley@mass.gov

The person executing this Agreement on behalf of the Massachusetts Department of State Police represents and certifies that he/she has authority and power to sign on behalf of the Massachusetts Department of State Police and to bind the Massachusetts Department of State Police to the obligations contained herein. The persons executing this Memorandum of Understanding on behalf of the respective Illegal Tobacco Task Force Member represents and certifies that he/she has authority and power to sign on behalf of the respective Illegal Tobacco Task Force Member and to bind the respective Illegal Tobacco Task Force Member to the obligations contained herein. This Agreement may be executed in counterparts, each of which is an original, and all of which together constitutes only one Memorandum of Understanding between the Partners. The signature of the Partners does not need to be on the same counterpart for it to be effective.

[Signature Page to Follow]

IN WITNESS THEREOF, the Task Force members and the MSP agree to the stated memorandum provisions and execute this Agreement.

By:

Department of Revenue

By: _____

Date: _____

Attorney General

By: _____

Date: _____

Office of the State Treasurer

By: _____

Date: _____

Department of State Police

By: _____

Date: _____

Executive Office of Public Safety And Security

By: _____

Date: _____

Department of Public Health

By: _____

Date: _____

IN WITNESS THEREOF, the Task Force members and the MSP agree to the stated memorandum provisions and execute this Agreement.


By:

Department of Revenue

By: 

Date: 2/3/2021

Department of State Police

By: 

Date: 2/3/21

Attorney General

By: _____

Date: _____

Office of the State Treasurer

By: _____

Date: _____

Executive Office of Public Safety And Security

By: _____

Date: _____

Department of Public Health

By: _____

Date: _____

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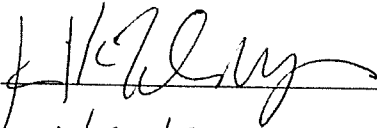
By:

Department of Revenue

By: _____

Date: _____

Attorney General

By:  _____

Date: 1/27/21 _____

Office of the State Treasurer

By: _____

Date: _____

Department of State Police

By: _____

Date: _____

Executive Office of Public Safety
And Security

By: _____

Date: _____

Department of Public Health

By: _____

Date: _____

Memorandum of Understanding between the Partners. The signature of the Partners does not need to be on the same counterpart for it to be effective.

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By:

Department of Revenue

Department of State Police

By: _____

By: _____

Date: _____

Date: _____

Attorney General

Executive Office of Public Safety And Security

By: _____

By: SW Terry

Date: _____

Date: 4.12.21

Office of the State Treasurer

Department of Public Health

By: _____

By: _____

Date: _____

Date: _____

Memorandum of Understanding between the Partners. The signature of the Partners does not need to be on the same counterpart for it to be effective.

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By:

Department of Revenue

Department of State Police

By: _____

By: _____

Date: _____

Date: _____

Attorney General

Executive Office of Public Safety And Security

By: _____

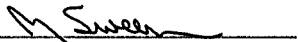
By: _____

Date: _____

Date: _____

Office of the State Treasurer

Department of Public Health

By:  _____
Michael Sweeney (Feb 19, 2021 09:28 EST)

By: _____

Date: 02/19/2021 _____

Date: _____

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By:

Department of Revenue

By: _____

Date: _____

Attorney General

By: _____

Date: _____

Office of the State Treasurer

By: _____

Date: _____

Department of State Police

By: _____

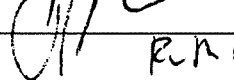
Date: _____

Executive Office of Public Safety And Security

By: _____

Date: _____

Department of Public Health

By:  R. N. P. B. 10/21/11

Date: 2/3/21