

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES CUSTOMS AND BORDER PROTECTION,
UNITED STATES BORDER PATROL, HOULTON SECTOR**

AND

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY,
MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER**

1. PARTIES. The parties to this Memorandum of Understanding (hereinafter “MOU”) are:

- A. United States Customs and Border Protection, United States Border Patrol, Houlton Sector (hereinafter “Houlton Sector”); and
- B. The Maine Information and Analysis Center (hereinafter “MIAC”), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

Houlton Sector and MIAC shall be referred hereinafter as “the Parties.”

2. AUTHORITY. 25 M.R.S. § 1502-A permits the enforcement of certain Maine state laws by trained and qualified Federal law enforcement officers in certain situations, including, e.g., when providing assistance to a state, county or municipal law enforcement officer in an emergency or at the request of the state, county or municipal law enforcement officer. Federal officers that work with the MIAC pursuant to this agreement do so in accordance with applicable Maine state law and at the request of the MIAC Director, subject to the scope of the provisions set forth in the agreement.

3. PURPOSE. This MOU sets forth the responsibilities to which Houlton Sector and the MIAC have mutually agreed, and serves as the basis for Houlton Sector to assign one or more Border Patrol Agents to the MIAC to assist in executing its mission.

4. RESPONSIBILITIES OF THE PARTIES.

A. MIAC agrees to:

- i. Provide an on-site workspace, a computer, and telephone so that assigned Border Patrol Agent(s) are able to perform duties identified in this MOU, in furtherance of MIAC’s goals and mission;

- ii. Provide the assigned Border Patrol Agent(s) access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- iii. Upon request, make any intelligence produced by the MIAC available to the assigned Border Patrol Agent(s).
- iv. The Director of the MIAC shall have the discretionary authority to deny the assignment of any Border Patrol Agent(s) to the MIAC, to deny access by any Border Patrol Agent(s) to any MIAC-maintained information, and to deny any Border Patrol Agent(s) physical access to the MIAC facility itself.

B. Houlton Sector agrees to:

- i. Retain sole responsibility for all matters concerning each assigned Border Patrol Agent's salary, benefits, transportation, administration of personnel records, and other administrative needs;
- ii. Make each assigned Border Patrol Agent available to perform activities for the MIAC, unless operational needs require that an assigned Border Patrol Agent conduct law enforcement duties and responsibilities for Houlton Sector. Houlton Sector's operational needs shall take precedence over any work that is to be performed by a Border Patrol Agent assigned to the MIAC;
- iii. While assigned to the MIAC, each assigned Border Patrol Agent shall:
 - a. Assist MIAC personnel with requests for information and all other matters relating to criminal investigations by providing law enforcement information in accordance with applicable law, regulations, and applicable Houlton Sector and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent U.S. Border Patrol intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable laws, rules, regulations, Executive orders, and/or applicable Houlton Sector and MIAC policies, directives, and/or procedures;
 - d. Ensure appropriate information is entered into the MIAC's "Activity Report";

- e. Provide support to the MIAC to enable the timely access and effective utilization of U.S. Border Patrol resources;
- f. Coordinate with other Federal agencies engaged in homeland security-related activities;
- g. Facilitate information sharing while assisting law enforcement partners in preventing, protecting against, and responding to criminal and terrorism-related activity;
- h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate;
- i. Provide Federal, state, local, and tribal agency partners with expertise on U.S. Border Patrol capabilities, resources, and operations.

C. The Parties further agree that:

- i. Each Border Patrol Agent assigned to the MIAC shall abide by the laws and regulations applicable to intelligence and information sharing;
- ii. The transfer or assignment of any responsibility agreed upon under this MOU shall not occur without the express, prior written consent of both Parties;
- iii. The Houlton Sector and MIAC are solely responsible for the acts of their respective employees, agents, and representative, and the results thereof, to the extent authorized by law. The Parties expressly agree that this MOU does not create, and is not intended to create, an employer-employee relationship of any kind between any Border Patrol Agent(s) assigned to the MIAC and the MIAC. The liability of the Parties and the respective employees, agents, and representatives thereof shall be governed by applicable state and Federal laws;
- iv. Any concern that Houlton Sector may have relating to this MOU shall be raised directly to the MIAC Director, or his or her designee. Any concern that the MIAC may in relation to the performance of work by any Border Patrol Agent assigned to the MIAC shall be raised directly to the Chief Patrol Agent of Houlton Sector, or his or her designee.

5. POINTS OF CONTACT.

A. Houlton Sector:


U.S. Border Patrol, Houlton Sector

96 Calais Road, Hodgdon, Maine 04730

 [@cbp.dhs.gov](mailto: @cbp.dhs.gov)

B. MIAC:

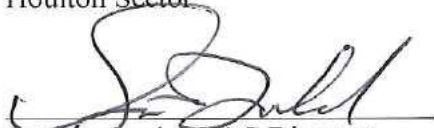
Lt. Scott Ireland, MIAC Director
Maine State Police
45 Commerce Dr. Suite 1 Augusta, Maine 04330
(207) 624-7280
scott.w.ireland@maine.gov

- 6. **SEVERABILITY.** Nothing in this MOU is intended to conflict with any laws, regulations, or policies or directives of the respective Parties. If a term of this MOU is inconsistent with any such authority, then that term shall be deemed invalid by the Parties, but the remaining terms of the MOU shall remain in full force and effect.
- 7. **EFFECTIVE DATE.** This MOU is effective on the date on which authorized representatives of both the Houlton Sector and the MIAC have signed the MOU.
- 8. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the Parties.
- 9. **TERMINATION.** This MOU shall remain in effect until such time as either the Houlton Sector or the MIAC, or the Parties jointly, terminate the MOU. If either the Houlton Sector or the MIAC decide to terminate the MOU, the party opting to terminate the MOU shall provide the other party with thirty (30) days advanced written notice.

APPROVED BY:



U.S. Customs and Border Protection
Houlton Sector



Scott Ireland, MIAC Director
Maine State Police
State of Maine

07/26/18
Date

8-13-18
Date



BETWEEN

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY,
MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER**

AND

NEW ENGLAND HIGH INTENSITY DRUG TRAFFICKING AREA

- 1. PARTIES.** The parties to this Memorandum of Understanding (hereinafter “MOU”) are:
 - A. The New England High Intensity Trafficking Area hereafter referred to as NEHIDTA.
 - B. The Maine Information and Analysis Center (hereinafter “MIAC”), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

The Overdose Response Strategy (ORS) is an unprecedented public-public safety partnership between the High Intensity Drug Trafficking Area (HIDTA) program and the U.S. Centers for Disease Control and Prevention (CDC), with the mission of reducing rates of fatal and non-fatal opioid overdose through coordinated efforts at the state and regional level. ORS State Teams are comprised of one Drug Intelligence Officer (DIO) and one Public Health Analyst (PHA) operating in each ORS state. The DIOs and PHAs are responsible for helping to increase communication, data flow, and intelligence sharing between public safety and public health sectors within and across ORS states.

Purpose: To assign NEHIDTA ORSP to MIAC to accomplish the following objectives;

- To facilitate collaboration between public health and public safety entities, increase interagency data sharing, developing and disseminating reports on trends in substance abuse and overdose, enhance state-wide overdose reporting and surveillance systems, and integrate public health and public safety data.
- To reduce fatal and non-fatal opioid overdose rates by improved information sharing across agencies and supporting evidence-based strategies based on four strategic directions: law enforcement, response, treatment and recovery, and prevention.
- Create and coordinate shared data regimes that allow public health, law enforcement, and others to respond quickly and effectively to the opioid overdose epidemic.
- To fill a critical gap in intelligence sharing by reporting cross-jurisdictional links, communicating interstate intelligence, and relaying case referrals.
- To assist in processing requests for information and analytical case support on illegal drug investigations between the MIAC and the NEHIDTA Investigative Support Center.



- To help monitor and evaluate the flow of information the MIAC receives with regard to potential illegal drug activity, and to share the information with appropriate agencies for investigative follow-up and or situational awareness.
- ORSP will work cooperatively to deconflict targets of illegal drug investigations

The assignment of the ORSP will provide direct access to MIAC's analytical and case support resources to support the ORS and MIAC's efforts related to public safety and public health matters.

MIAC agrees to:

- Provide an on-site workspace, a computer, and telephone so that assigned ORSP can perform duties identified in this MOU, in furtherance of MIAC's and NEHIDTA's goals and mission;
- Provide access to Maine State Police and Maine Department of Public Safety facilities and resources to support the ORS mission
- Provide the assigned ORSP access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- Upon request, make any intelligence produced by the MIAC available to the assigned to ORSP
- Provide the ORSP with any local clearance or access necessary to accomplish duties consistent with DHS's mission responsibilities.
- MIAC will coordinate with the ORSP chain of command regarding any issues requiring managerial oversight or intervention. NEHIDTA will address all reported issues in an effort to resolve them to the satisfaction of all parties to this MOA.
- Provide training necessary to carry out their duties related to the support of MIAC operations.

A. NEHIDTA agrees to:

- To provide administrative and managerial oversight of ORSP-pursuant to the current Professional Services Agreement (contract) agreed to by the independent contractors (ORSP) assigned to the MIAC, as well as the responsibility to oversee related administrative documents. MIAC will cover all costs associated with information technology, infrastructure, training and equipment related to the position in the MIAC.



- ii. That ORSP shall be reasonably available to assist in or to perform activities for the MIAC, unless operational needs require the ORSP to perform duties and responsibilities for the NEHIDTA in furtherance of the ORS.
- iii. That ORSP will attend and complete trainings necessary to carry out their duties contained within this MOU as member of MIAC.
- iv. That ORSP will work collaboratively with colleagues in the MIAC to create and foster a professional, respectful and productive work environment.
- v. That ORSP will help serve as resource for MIAC personnel and to that extent will make sure they are responsive and accessible to MIAC personnel and supervision.
- vi. That ORSP will consider the MIAC as their base of operation, and will work a schedule that best addresses and supports the requirements of the ORS mission and the terms of their contract. As a matter of professional courtesy only, ORSP are expected to the MIAC of their availability at the MIAC through the use of the shared group calendar.
- vii. ORSP agrees to abide by all relevant law, regulations, policies and procedures in the MIAC including but not limited to the following
 - 1. Maine Department of Public Safety Policies
 - 2. CFR 28 Part 23
 - 3. MIAC Privacy Policy
 - 4. Directives issued by supervisory personnel within MIAC
 - 5. System Access Requirements
- viii. While assigned to the MIAC, the ORSP shall to the extent reasonably practicable;
 - a. Assist MIAC personnel with requests for information and all other matters relating to public safety matters by providing information in accordance with applicable law, regulations, and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent information and intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable



- laws, regulations, and/or applicable MIAC policies, directives, and/or procedures;
- d. Ensure appropriate information is entered into the MIAC's "Activity Report";
 - e. Provide support to the MIAC to enable the timely access and effective utilization of NEHIDTA resources;
 - f. Coordinate with other federal state, county, local, territorial and tribal agencies as necessary in carrying out essential functions of ORS.
 - g. Facilitate information sharing while assisting MIAC partners in preventing, protecting against, and responding to illegal drug activity.
 - h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate and consistent with ORS mission and objectives.
 - i. Provide Federal, state, local, and tribal agency partners with expertise on NEHIDTA capabilities, resources, and operations.

2. POINTS OF CONTACT.

A. New England High Intensity Drug Trafficking Area



NEHIDTA
Methuen, MA 01844



[@nehidta.org](mailto:nehidta@nehidta.org)

B. MIAC:

Lt. Michael P. Johnston, MIAC Director
Maine State Police
45 Commerce Dr. Suite 1 Augusta, Maine 04330
(207) 624-7283
Michael.P.Johnston@Maine.Gov



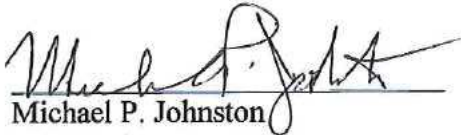
3. **SEVERABILITY.** Nothing in this MOU is intended to conflict with any laws, regulations, or policies or directives of the respective Parties. If a term of this MOU is inconsistent with any such authority, then that term shall be deemed invalid by the Parties, but the remaining terms of the MOU shall remain in full force and effect.
4. **EFFECTIVE DATE.** This MOU is effective on the date on which authorized representatives of both Parties have signed the MOU.
5. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the Parties.
6. **TERMINATION.** This MOU shall remain in effect until such time as either of the Parties terminates the MOU. If either the NEHIDTA or the MIAC decide to terminate the MOU, the party opting to terminate the MOU shall provide the other party with thirty (30) days advanced written notice.

APPROVED BY:



11/1/19
Date

New England High Intensity Drug Trafficking Area


Michael P. Johnston
MIAC Director
Maine State Police
State of Maine

11/12/2019
Date

Paul R. LePage
Governor
State of Maine
(207) 287-3531



Douglas A. Farnham
Brigadier General
Commissioner
(207) 430-6000

**Department of Defense, Veterans and Emergency Management
33 State House Station
Camp Keyes, Augusta, Maine 04333-0033**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF DEFENSE, VETERANS
AND EMERGENCY MANAGEMENT
AND
MAINE STATE POLICE**

01 October 2016

SUBJECT: National Guard Counterdrug Support

1. PURPOSE.

a. This memorandum sets forth policies, procedures and guidelines agreed to by the Department of Defense, Veterans and Emergency Management, Maine National Guard Counterdrug Program (hereinafter "National Guard") and the Maine State Police governing National Guard cooperation and support of drug law enforcement operations in the State of Maine pursuant to 32 U.S.C. 112 and other applicable federal and state statutes.

b. Any involvement of the National Guard in support of drug law enforcement must be in response to a Maine State Police request. The Maine State Police will request National Guard support for approved counterdrug operations through the National Guard Counterdrug Task Force Coordinator (CDTF CDC).

c. National Guard support to the Maine State Police will be based upon specific requests for these members to perform specific job skills in specific areas. Any deviation must be approved in writing from the CDTF CDC. National Guard support personnel are subject to recall from the Maine State Police to assist other agencies.

2. AUTHORITY.

a. State of Maine FY16 Counterdrug Support Plan and FY17 Counterdrug Support Plan when executed.

b. CNGBI 3100.01A, National Guard Counterdrug Support, 22 June 2015.

c. The former NGR 500-2/ANGI 10-801, National Guard Counterdrug Support, 29 August 2008, for procedural guidance only.

d. The FY16 Defense Authorization Act. FY17 Continuing Resolution.

e. The Homeland Security Act of 2002, codified in Title 6, U.S. Code.

3. PLANNED DEPLOYMENT OF NATIONAL GUARD PERSONNEL AND/OR EQUIPMENT.

a. The National Guard may perform the support services and provide the resources that are listed below. The Secretary of Defense has approved the following military support missions:

Mission Category #1 – Program Management
Mission Category #2 – Technical Support
Mission Category #3 – General Support

Mission Category #4 – Counterdrug Related Training
Mission Category #5 – Reconnaissance/Observation
Mission Category #6 – Demand Reduction Support

b. Interdiction Operations. Support includes detection and monitoring the movement of illegal drugs; transportation of confiscated goods and law enforcement personnel, and other NGB and Department of Defense (DOD) approved actions to stop the flow of illegal drugs into Maine to include Counter Narco-terrorism.

c. Civil Operations. The Civil Operations program assists prevention efforts throughout Maine by supporting a variety of community and school based programs with equipment loans, providing meeting and conference facilities, multi-media support, speakers, and trainers throughout the state. Extensive adventure-based training is provided at both National Guard facilities and at schools.

4. REPORTING PROCEDURES.

a. The National Guard will prepare one copy only of any report and turn it over to the lead Law Enforcement Agency (LEA) at the conclusion of an operation.

b. Maine National Guard personnel assigned to Maine State Police support roles will provide a report on their activities to the CDTF CDC each month.

c. The National Guard will not conduct independent intelligence activities.

(1) National Guard members may support law enforcement investigative activities of the Maine State Police. When criminal information comes into temporary possession of National Guard members, the intelligence will not be collected, disseminated, reported, or retained by the National Guard, nor will it be stored/maintained in National Guard facilities.

(2) Only the Maine State Police will retain information gathered during an operation and will be responsible for all follow-up actions.

d. The CDTF CDC will receive statistical reports from each operation to include /or Full Time Support Management Control System (FTSMCS) reports to NGB.

e. Maine State Police information provided to the National Guard will not be released to non-DOD sources.

f. Maine National Guard personnel receiving a subpoena to testify must immediately notify the CDTF CDC and provide a copy of the subpoena. The CDTF CDC will notify the State Judge Advocate General and forward the subpoena to his office. Personnel receiving a legal and proper subpoena will comply with its requirements to appear.

5. COMMAND AND CONTROL.

a. National Guard members will be under the command of and directly responsible to the military chain of command at all times.

b. Civilian law enforcement officials will not command or direct military personnel. The lead civil LEA for an operation may provide guidance that may extend to a direction of the general or specific mission to be accomplished and provide the military commander with technical advice and/or assistance for mission accomplishment.

c. National Guard commanders or pilot in command retain final authority over flight/ground operation of aircraft/vehicles.

6. SCOPE OF OPERATIONS.

a. Duty descriptions for National Guard counterdrug support personnel will be written by the supported agency in concurrence with the CDTF CDC. The description will outline all required tasks to be performed, and will conform to limitations established in this MOU as well as the provisions of NGR 500-2/ANGI 10-801.

b. National Guard support to drug law enforcement operations must not adversely affect National Guard training and readiness to perform wartime missions. Military personnel will attend annual training, MUTA's, and attend military schools appropriate to their rank and MOS/AFSC and may be required to perform other military duty.

c. The Maine State Police will inform National Guard personnel involved in surveillance of the violence and/or threat potential of identified suspect(s) and specific operational hazards to ensure successful and safe mission completion.

d. Lease of Equipment.

(1) All requests and inquiries for lease of equipment for drug law enforcement activities will be directed to the CDTF CDC.

(2) All requests for lease of equipment will be processed in accordance with current NGB, Department of Army (DA), Department of Air Force (DAF), and DOD regulations, policies and procedures.

(a) Requests for acquiring weapons, combat tactical vehicles, and aircraft are available via the Law Enforcement Support Office, Section 1033 program.

(b) Maine State Police will be responsible for the prompt pickup, care, safeguarding, proper use and return of leased items.

(c) The Maine State Police will contact the CDTF CDC as soon as possible to report any damage caused to military equipment. The Maine State Police is financially responsible for any equipment damage caused by their personnel, whether through negligence or willful misconduct.

(3) Each lease agreement will include a surety bond equal to the total price of the borrowed items indicated on the lease agreement. The bond will consist of a properly executed surety bond with a certified bank check, cash, or negotiable U.S. Treasury bonds.

(4) The CDTF CDC will coordinate actions to obtain lease approval from the military.

(5) The United States Property & Fiscal Office for Maine (USPFO) is the office that will execute lease agreements.

e. Use of Aircraft.

(1) If federal funds are unavailable for aviation, the CDTF CDC will inform the Maine State police at the time of mission request, and the mission will not be authorized.

(2) Counterdrug aviation missions may include: photo reconnaissance, fugitive search, secure platform for command and control during ground operations and communications support.

f. Operational Security.

(1) National Guard personnel will follow the security guidelines published for each operation.

(2) Neither party will release operational information as to units, individuals, specific locations, dates and times in reference to an upcoming operation unless specifically authorized by Headquarters, Maine National Guard.

(3) Both parties are responsible to brief National Guard members on operational security. Furthermore, it is the responsibility of the Maine State Police to brief and train National Guard members on any security matters peculiar to the Maine State Police to ensure that National Guard members do not inadvertently disclose information.

(4) Information provided by the Maine State Police to the National Guard will not be released outside of the DOD unless specifically authorized by the Maine State Police.

(5) The Maine State Police may require support personnel to acquire additional security clearance beyond the DOD security clearance is necessary for participation in the program.

g. National Guard Members may be asked to review RFI's from Combatant Commands. We request the Maine State Police support these requests as necessary. Maine State Police rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to the U.S. National Security posed by drug smuggling and other illicit activities while balancing limited DOD resources.

7. FORCE PROTECTION AND RULES OF ENGAGEMENT.

a. Imminent Danger Situations.

(1) National Guard members will not knowingly be sent to or directed to enter a hostile environment where there is a probability of encountering life-threatening situations. If life-threatening situations occur, they will be handled in accordance with the rules surrounding the use of force and deadly force.

(2) The Maine State Police will avoid placing National Guard personnel in situations where they will come into contact with suspects.

(3) A Maine State Police law enforcement officer must accompany National Guard personnel on all missions where contact with citizens is likely. A Maine State Police law enforcement officer must be either physically present in the area or within radio contact of National Guard personnel when information gathering or intelligence activity is involved.

(4) The Maine State Police will provide necessary initial and follow-up information and training to National Guard personnel that is appropriate to the supported mission. The National Guard will ensure that its personnel are properly trained for the mission assigned.

(5) Personnel and equipment, particularly aviation assets, will not be employed in the vicinity of an area in which bodily harm can be expected to occur (e.g. landing law enforcement personnel in the immediate vicinity of a marijuana field) or in terrain indefensible by local law enforcement. Personnel and equipment will not be deployed to an area which there is a likelihood of hostile weapons fire.

(6) In the event National Guard forces become accidentally or inadvertently exposed to a hostile threat or environment, they will disengage as rapidly as possible and withdraw from the area.

b. Arming of Troops. Maine National Guard personnel in support of counterdrug operations will not carry weapons unless specifically authorized by The Adjutant General (TAG) for a particular mission.

c. Weapons Restrictions.

(1) Weapons (civilian or military) carried on board military aircraft/vehicles will not have chambered rounds.

(2) Weapons/pyrotechnics will not be discharged from military aircraft/vehicles.

d. Prohibited activities. National Guard counterdrug support personnel are specifically prohibited from participating in the following activities:

(1) Wiretapping activities involving real-time access to personal or official communications that do not follow DOD 5240.1-R guidelines.

(2) Serving as a member of an arrest team or assisting with criminal apprehension.

e. Control of evidence. National Guard counterdrug support personnel are not authorized to assume control or custody of evidence or contraband in any operation, nor will they take any action which places them in the chain of custody. All such items must remain under the direct control of the appropriate law enforcement officer.

f. Uniform. For personal safety and operational security, National Guard counterdrug support personnel will not wear the Army Combat Uniform or Airman Battle Uniform while working for Maine State Police but will wear appropriate civilian attire per agency policy.

8. PUBLIC AFFAIRS SUPPORT.

The Maine State Police will classify an operation and make any public information releases. Members of the National Guard will refer all questions from the media to the Maine State Police for reply, but the National Guard public affairs office may provide guidance on issues specific to the National Guard.

9. SAFETY.

a. It is imperative that National Guard mission support personnel and the Maine State Police supervisors involve themselves in the entire process of activities related to safety. Risk assessment, mission and safety briefings, soldier endurance, individual accountability, detailed planning, and command oversight are vital to safe and successful operations and will be incorporated into all counterdrug operations. National Guard personnel and the Maine State police supervisors will ensure that safety procedures have been established to protect the safety and security of all personnel involved in counterdrug activities. It is necessary that every air and ground safety rule, regulation, and law be briefed, understood, and, more importantly, followed by all personnel.

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b. All operations will be conducted in accordance with applicable safety regulations.

10. RESPONSIBILITIES.

a. Duty performance evaluation. The Maine State police supervisor will provide the CDTF CDC a formal assessment of assigned support personnel's duty performance semi-annually (February and September). The assessment will be based on the duty description developed by the Maine State police supervisor.

b. Pay and administrative support. The Maine Counterdrug Task Force is responsible for all pay and administrative support to personnel performing Maine State police support duties, and will notify the supervisor when the guardsman is needed at counterdrug headquarters for administrative reasons.

c. Funding. The Maine Counterdrug Task Force is responsible for all funding of personnel in support of the Maine State police. This includes normal military pay and allowances, as well as required travel. The Maine State police supervisor will notify the CDTF CDC when counterdrug support personnel are required to travel in support of assigned duties. The CDTF CDC has final approval authority for any required travel and expenditure of travel funds.

d. Travel. Counterdrug support personnel operating under the provisions of this MOU, and who must travel outside of the local area in support of approved missions or operations, must receive approval from the CDTF CDC before performing such duty. This is to ensure proper orders are produced and funds are available for the travel. For the purposes of this agreement, the local area is 50 miles in all directions of said Maine State police office in which the guardsman is assigned.

e. Leave. Maine Counterdrug Task Force personnel are authorized 30 days annual leave. All requests for leave will be processed in accordance with appropriate military regulations. Counterdrug support personnel will coordinate leave dates with the Maine State police supervisor and Counterdrug Task Force office. The CDTF CDC will approve requests for leave. Counterdrug support personnel are encouraged to use their leave throughout the year. Maximum carry-over into the next fiscal year should not exceed 15 days.

f. Deployments. Counterdrug support personnel will notify the CDTF CDC and Maine State Police supervisor immediately upon notification of a proposed deployment with their unit of assignment.

g. Medical care. Maine National Guard personnel serving on Full Time National Guard Counterdrug orders are entitled to full medical coverage within the provisions of the Tricare military health plan. If emergency or lifesaving medical care is required while in support of the Maine State police, the Maine State police will immediately take all steps necessary to ensure appropriate medical treatment is received. The Maine State Police will notify the CDTF CDC immediately anytime Counterdrug Support Personnel are injured in the performance of their duties with Maine State police.

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h. The Maine State police, or other supported LEA's engaged in a joint task force operation with the Maine State police, will be responsible for obtaining any warrants required for arrests or searches, or for determining that any arrests, searches, inspections, or observations do not require warrants.

i. If there is a need for an environmental assessment or an environmental impact statement under the National Environmental Policy Act, P.L. 91-190 (42 U.S.C. 4321 et.seq), the Maine State police will be responsible for preparing all necessary documentation.

j. Annual training. Counterdrug support personnel are required to attend 15 days of training annually in support of their National Guard mission. This training is usually contiguous, and usually conducted in the summer.

k. Drill weekends. Counterdrug support personnel are required to attend one or more weekend drills held monthly. This is a precondition to their employment with the Counterdrug Task Force.

l. Counterdrug Task Force assigned missions. Counterdrug support personnel may be required to conduct Counterdrug Task Force missions or events that conflict with their support to the Maine State Police. Support personnel will ensure supervisors are informed of such events at the earliest indication. These missions or events will take precedence over their support to the Maine State police.

m. Physical training. Counterdrug support personnel may conduct five hours of physical training during duty hours each week. Support personnel will coordinate this training schedule with their supervisor to ensure Maine State police support is not compromised.

n. Casualty Notification Officer / Casualty Assistance Officer duty. All Maine National Guard soldiers and airmen may potentially be assigned Casualty Notification Officer or Casualty Assistance Officer duties. These duties will take precedence over their Counterdrug Task Force duties and support to the Maine State police.

o. Military educational requirements. Maine National Guard soldiers and airmen must meet certain military education requirements in order to remain qualified in their respective occupational specialties, and to further their advancement in the National Guard. Counterdrug Support Personnel will coordinate training dates with their Maine State police supervisor and CDTF CDC.

11. RELATIVE LIABILITIES.

Protection under the Federal Tort Claims Act depends upon a National Guard member's duty status, and whether an act or acts which may constitute a tort is within the scope of a Guard member's employment at the time the act occurred. National Guard personnel engaged in Counterdrug support operations are protected from liability in accordance with the Federal Tort Claims Act.

12. RENEGOTIATION.

This MOU will be renegotiated when laws, regulations and/or support requirements change in such a manner that the agreement cannot be executed.

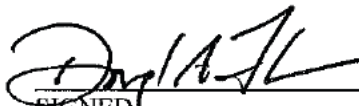
13. TERMINATION OF AGREEMENT.


a. This memorandum becomes effective upon signature of both parties and will remain in effect until rescinded, revised or suspended by either party on 30 day's written notice or revised in writing by mutual consent.



b. Agreements concerning specific operations may be set forth in separate operational plans executed by both parties.




14. ASSET FORFEITURE/SHARING.

Not applicable.

 30 Sep 2016
SIGNED Date
DOUGLAS A. FARNHAM
Brig Gen, MENG
The Adjutant General

 2 Nov 2016
SIGNED Date
ROBERT A. WILLIAMS
Colonel
Maine State Police

 29 Sep 2016
SIGNED Date

Maine Army National Guard
Counterdrug Task Force Coordinator

 30 Sep 16
SIGNED Date

Maine Army National Guard


BETWEEN

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY, MAINE DRUG
ENFORCEMENT AGENCY**

AND

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY,
MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER**

1. PARTIES. The parties to this Memorandum of Understanding (hereinafter "MOU") are:

- A. The Maine Drug Enforcement Agency as defined by 25 MRS §2592(2) hereafter referred to as MDEA.
- B. The Maine Information and Analysis Center (hereinafter "MIAC"), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

Purpose: To assign two MDEA Agents to the MIAC on a part time basis to increase collaboration, information sharing and investigative support for federal, State, county, and local law enforcement agencies. This will be consistent with the policy principals codified in the Maine Drug Enforcement Agency Act of 1992, particularly as it relates to the integration and unification at all levels of law enforcement, including federal, state, county, and municipal levels and prosecutorial as well as investigative agencies (Codified under 25 MRS Chapter 353).

The assignment of the agents will provide direct access to MIAC's analytical and case support resources to support MDEA investigations in the following ways:

1. MDEA agents assigned to MIAC will work cooperatively to deconflict targets of illegal drug investigations
2. MDEA agents assigned to the MIAC will help facilitate the process of requests for information and analytical case support on illegal drug investigations.
3. MDEA agents assigned to the MIAC will help monitor the flow of information MIAC receives to evaluate potential illegal drug activity and the sharing of that information with appropriate agencies for investigative follow-up and or situational awareness.
4. MDEA agents assigned to the MIAC will assist New England High Intensity Drug Trafficking Area (NEHIDTA) personnel assigned to the MIAC with the Opioid Response Strategy.

A. MIAC agrees to:


- i. As needed provide an on-site workspace, a computer, and telephone so that assigned MDEA Agent(s) can perform duties identified in this MOU, in furtherance of MIAC's and MDEA's goals and mission;
- ii. Provide the assigned MDEA Agent(s) access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- iii. Upon request, make any intelligence produced by the MIAC available to the assigned MDEA Agent(s).

B. MDEA agrees to:

- i. Retain sole responsibility for all matters concerning each assigned MDEA Agent's salary, benefits, transportation, administration of personnel records. MIAC will cover all costs associated with information technology, infrastructure, training and equipment related to the position in the MIAC.
- ii. Make each assigned MDEA Agent available to perform activities for the MIAC, unless operational needs require that an assigned MDEA Agent conduct law enforcement duties and responsibilities for MDEA or their respective host agency. MDEA's operational needs shall take precedence over any work that is to be performed by a MDEA Agent assigned to the MIAC;
- iii. While assigned to the MIAC, each MDEA Agent shall:
 - a. Assist MIAC personnel with requests for information and all other matters relating to criminal investigations by providing law enforcement information in accordance with applicable law, regulations, and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent MDEA intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable laws, regulations, and/or applicable MIAC policies, directives, and/or procedures;
 - d. Ensure appropriate information is entered into the MIAC's "Activity Report";
 - e. Provide support to the MIAC to enable the timely access and effective utilization of MDEA resources;

- f. Coordinate with other Federal agencies engaged in homeland security-related, criminal investigative or illegal drug activity.
- g. Facilitate information sharing while assisting law enforcement partners in preventing, protecting against, and responding to criminal activity with specific emphasis on illegal drug activity.
- h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate;
- i. Provide Federal, state, local, and tribal agency partners with expertise on MDEA capabilities, resources, and operations.

C: This agreement may be terminated at anytime upon notice to participating agencies.



Lt. Michael Johnston, Maine State Police

7/16/2019
Date



Maine Drug Enforcement Agency

7/16/2019
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE DEPARTMENT OF PUBLIC SAFETY, MAINE STATE POLICE, MAINE
INFORMATION AND ANALYSIS CENTER**

AND

**FRANKLIN COUNTY SHERIFF'S OFFICE, COUNTY OF FRANKLIN, STATE OF
MAINE**

1. PARTIES. The parties to this Memorandum of Understanding (hereinafter "MOU") are:

- A. The Franklin County Sheriff's Office, herein referred to as FCSO, Pursuant to 30-A, Chapter 1, Subchapter 6.
- B. The Maine Information and Analysis Center (hereinafter "MIAC"), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

Purpose: To assign a detective from the FCSO to the MIAC on a part time basis to increase collaboration, information sharing and investigative support for federal, state, county, and local law enforcement agencies with a particular focus on counties information and intelligence needs.

The assignment of the Detective will provide direct access to MIAC's analytical and case support resources to support FCSO investigations in the following manner:

- 1. FCSO Detective assigned to MIAC will work cooperatively to deconflict targets of unlawful activity with other local and state law enforcement investigations.
- 2. FCSO Detective assigned to the MIAC will help facilitate the process of requests for information and analytical case support on various forms of suspected unlawful activity.
- 3. FCSO Detective assigned to the MIAC will help monitor the flow of information MIAC receives to evaluate potential unlawful and or suspicious activity and the sharing of that information with appropriate agencies for investigative follow-up and or situational awareness.
- 4. FCSO Detective assigned to the MIAC will assist MIAC with investigations and information gathering into activity occurring in the regions of the State where the knowledge and experience of FCSO may provide useful information.

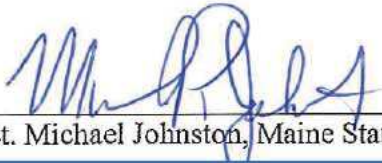
A. MIAC agrees to:

- i. Provide an on-site workspace, a computer, and telephone so that assigned FCSO Detective can perform duties identified in this MOU, in furtherance of MIAC's and FCSO's goals and mission;
- ii. Provide the assigned FCSO Detective access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- iii. Upon request, make any intelligence produced by the MIAC available to the assigned FCSO Detective.

B. FCSO agrees to:

- i. Retain sole responsibility for all matters concerning assigned FCSO Detective's salary, benefits, transportation, administration of personnel records. MIAC will cover all costs associated with information technology, infrastructure, training and equipment related to the position in the MIAC.
- ii. Make each assigned FCSO Detective available to perform activities for the MIAC, unless operational needs require that the assigned FCSO Detective conduct law enforcement duties and responsibilities for the FCSO. FCSO's operational needs shall take precedence over any work that is to be performed by a FCSO Detective assigned to the MIAC;
- iii. While assigned to the MIAC, the FCSO Detective shall:
 - a. Assist MIAC personnel with requests for information and all other matters relating to criminal investigations by providing law enforcement information in accordance with applicable law, regulations, and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent FCSO intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable laws, regulations, and/or applicable MIAC policies, directives, and/or procedures;
 - d. Ensure appropriate information is entered into the MIAC's "Activity Report";
 - e. Provide support to the MIAC to enable the timely access and effective utilization of FCSO resources;

- f. Coordinate with other Federal agencies engaged in homeland security-related, criminal investigative activity.
- g. Facilitate information sharing while assisting law enforcement partners in preventing, protecting against, and responding to criminal activity.
- h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate;
- i. Provide Federal, state, local, and tribal agency partners with expertise on FCSO capabilities, resources, and operations.



Lt. Michael Johnston, Maine State Police

8/5/2019

Date



Franklin County Sheriff's Office

7/31/2019

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE,
BUREAU OF WARDEN SERVICE**

AND

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY,
MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER**

- 1. PARTIES.** The parties to this Memorandum of Understanding (hereinafter "MOU") are:
- A. The Maine Warden Service as defined by 12 MRS §10054 hereafter referred to as MWS.
 - B. The Maine Information and Analysis Center (hereinafter "MIAC"), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

Purpose: To assign a MWS Investigator to the MIAC on a part time basis to increase collaboration, information sharing and investigative support for federal, state, county, and local law enforcement agencies.

The assignment of the investigator will provide direct access to MIAC's analytical and case support resources to support MWS investigations in the following manner:

- 1. MWS Investigator assigned to MIAC will work cooperatively to deconflict targets of fish and wildlife investigations with other local and state law enforcement investigations.
- 2. MWS Investigator assigned to the MIAC will help facilitate the process of requests for information and analytical case support on hunting, fishing, trapping, recreational vehicle and firearms investigations.
- 3. MWS Investigator assigned to the MIAC will help monitor the flow of information MIAC receives to evaluate potential illegal hunting, fishing, trapping, recreational vehicle and firearms investigations and the sharing of that information with appropriate agencies for investigative follow-up and or situational awareness.
- 4. MWS Investigator assigned to the MIAC will assist MIAC with investigations and information gathering into activity occurring in the remote regions of the state where the knowledge and experience of the local game warden may provide useful information.


A. MIAC agrees to:

- i. Provide an on-site workspace, a computer, and telephone so that assigned MWS Investigator can perform duties identified in this MOU, in furtherance of MIAC's and MWS's goals and mission;
- ii. Provide the assigned MWS Investigator access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- iii. Upon request, make any intelligence produced by the MIAC available to the assigned MWS Investigator.

B. MWS agrees to:

- i. Retain sole responsibility for all matters concerning assigned MWS Investigator's salary, benefits, transportation, administration of personnel records, MIAC will cover all costs associated with information technology, infrastructure, training and equipment related to the position in the MIAC.
- ii. Make each assigned MWS Investigator available to perform activities for the MIAC, unless operational needs require that the assigned MWS Investigator conduct law enforcement duties and responsibilities for the MWS. MWS's operational needs shall take precedence over any work that is to be performed by a MWS Investigator assigned to the MIAC;
- iii. While assigned to the MIAC, the MWS Investigator shall:
 - a. Assist MIAC personnel with requests for information and all other matters relating to criminal investigations by providing law enforcement information in accordance with applicable law, regulations, and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent MWS intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable laws, regulations, and/or applicable MIAC policies, directives, and/or procedures;
 - d. Ensure appropriate information is entered into the MIAC's "Activity Report";

- e. Provide support to the MIAC to enable the timely access and effective utilization of MWS resources;
- f. Coordinate with other Federal agencies engaged in homeland security-related, criminal investigative or illegal fish, wildlife and / or recreational vehicle and watercraft activity.
- g. Facilitate information sharing while assisting law enforcement partners in preventing, protecting against, and responding to criminal activity with specific emphasis on illegal fish, wildlife and / or recreational vehicle and watercraft activity.
- h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate;
- i. Provide Federal, state, local, and tribal agency partners with expertise on MWS capabilities, resources, and operations.



Lt. Michael Johnston, Maine State Police

8 July 2019
Date



Maine Warden Service

3 July 2019
Date

JOINT TERRORISM TASK FORCE

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

Maine State Police

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 domestic agency 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.

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.

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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 Agencies 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, as amended, National Security Presidential Directive (NSPD) 46/ Homeland Security Presidential Directive (HSPD) 15 and Annex II thereto, 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 Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General Guidelines for Domestic FBI Operations;
 2. Attorney General Guidelines on Federal Bureau of Investigation Undercover Operations;
 3. Attorney General Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
 4. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
 5. Attorney General Guidelines Regarding the Use of Confidential Informants;
 6. Attorney General Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
 7. Attorney General 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
 8. 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 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.

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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 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 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 personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the

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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 counterintelligence-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 counterintelligence-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.

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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 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

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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.

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

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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 not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will 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 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.

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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- 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.

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.

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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 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.

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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 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.

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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 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 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).

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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.

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.

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XXIII. AMENDMENTS

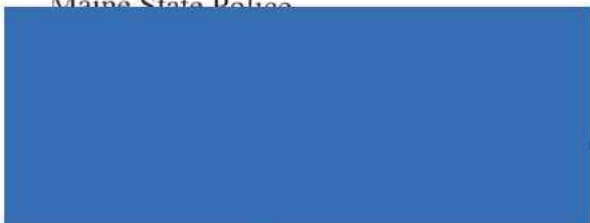
This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized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

SIGNATORIES:



Robert A. Williams
Colonel
Maine State Police

Date: 02/16/18



Boston Field Office
Federal Bureau of Investigation

Date: 3/5/18



BETWEEN

**THE STATE OF MAINE, DEPARTMENT OF CORRECTIONS
AND**

**THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY,
MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER**

1. PARTIES. The parties to this Memorandum of Understanding (hereinafter “MOU”) are:

- A. The Maine Department of Corrections, an agency of the State of Maine, as defined by 34-A MRS §1202 (hereafter referred to as “DOC”).
- B. The Maine Information and Analysis Center¹ (hereinafter referred to as “MIAC”), a fusion center administered by the Maine Department of Public Safety, Maine State Police, as defined by 25 MRS Chapter 191.

Purpose: To assign either an analyst or investigative officer from DOC as defined by 34-A §§ 1001(10-A) and 3011 to the MIAC to increase collaboration, information-sharing and investigative support for federal, State, county, and local law enforcement agencies. This is consistent with the policies, goals and mission, and legislative principles of DOC, particularly as the purpose of this MOU relates to the integration and unification at all levels of law enforcement, public safety and corrections, including federal, state, county, and municipal levels, in addition to prosecutorial and investigative agencies (in particular, see DOC Policy 1.16, Communication and Collaboration With Outside Agencies; DOC Policy 5.02, Computerized Data System/CORIS; and DOC Policy 7.1, Criminal Investigations.

The assignment of DOC personnel will provide direct access to MIAC’s analytical and case support resources to support DOC investigations and operational needs in the following ways:

1. DOC personnel assigned to MIAC will work cooperatively to deconflict targets involved in illegal activity.
2. DOC personnel assigned to the MIAC will help facilitate the process of requests for information and analytical case support on DOC investigations.
3. DOC personnel assigned to the MIAC will help monitor the flow of information MIAC receives to evaluate potential illegal activity and the sharing of that information with appropriate agencies for investigative follow-up and/or situational awareness.

¹ The Maine Information and Analysis Center (“MIAC”) was established by Executive Order of the Governor on December 8, 2006. See Executive Order of the Governor Establishing [the Maine Intelligence Analysis Center](https://www.maine.gov/tools/whatsnew/index.php?topic=Gov_Executive_Orders&id=28092&v=Article) at: https://www.maine.gov/tools/whatsnew/index.php?topic=Gov_Executive_Orders&id=28092&v=Article; and MIAC’s website at: <https://www.maine.gov/dps/msp/specialty-units/MIAC>.



A. MIAC agrees to:

- i. As needed, provide an on-site workspace, a computer, and landline telephone so that assigned DOC personnel can perform duties identified in this MOU, in furtherance of MIAC's and DOC's goals and mission;
- ii. Provide the assigned DOC personnel access to the requisite computer applications and/or databases utilized by employees at the MIAC;
- iii. Upon request, make any intelligence or information produced by the MIAC available to the assigned DOC personnel.

B. DOC agrees to:

- i. Retain sole and exclusive responsibility for all matters concerning each assigned DOC employee's salary, benefits, transportation, and administration of personnel records. MIAC will cover all costs associated with information technology, infrastructure, training and equipment related to the position in MIAC. When possible and acceptable to DOC, DOC may help to share the cost of training associated with personnel assigned to the MIAC.
- ii. Make DOC personnel assigned to the MIAC available to perform activities for the MIAC, unless operational needs require that an assigned DOC employee conduct duties and responsibilities for DOC. MIAC will exercise administrative and operational authority in reference these activities. MIAC recognizes that DOC's operational needs shall take precedence over any work that is to be performed by a DOC employee assigned to MIAC.
- iii. Provide MIAC personnel with access to DOC's CORIS computerized data system where allowed by law and as appropriate under DOC Policy 5.02, Computerized Data System/CORIS.
- iv. While assigned to the MIAC, DOC personnel shall:
 - a. Assist MIAC personnel with requests for information and all other matters relating to criminal investigations by providing law enforcement information in accordance with applicable law, regulations, DOC policies, and MIAC policies and procedures;
 - b. Assist MIAC personnel with the collection, collation, and vetting of incoming information for processing and, when appropriate, with the dissemination of such information through intelligence products;
 - c. Share pertinent DOC intelligence with the MIAC in a timely manner, subject to the limitations set forth in applicable laws,



regulations, applicable DOC policies or directives, and/or applicable MIAC policies, directives, and/or procedures;

- d. Ensure appropriate information is entered into the MIAC's "Activity Report";
- e. Provide support to the MIAC to enable the timely access and effective utilization of DOC resources;
- f. Coordinate with other agencies, including federal agencies, engaged in homeland security-related, criminal investigative or illegal drug activity.
- g. Facilitate information-sharing while assisting law enforcement partners and DOC entities in preventing, protecting against, and responding to criminal activity with specific emphasis on illegal activity occurring or originating in whole or in part in DOC facilities.
- h. Provide analytic and reporting advice and assistance to MIAC personnel, as appropriate;
- i. Provide Federal, state, local, and tribal agency partners with expertise on DOC capabilities, resources, and operations.
- j. DOC personnel assigned to the MIAC agree to abide by all relevant law, regulations, policies and procedures in the MIAC including but not limited to the following:
 - 1. Maine Department of Public Safety Policies
 - 2. CFR 28 Part 23
 - 3. MIAC Privacy Policy
 - 4. Directives issued by supervisory personnel within MIAC
 - 5. System Access Requirements
 - 6. Suspicious Activity Reporting

C: This agreement may be terminated at any time upon notice to any party.

Michael Johnston

Lt. Michael Johnston, Maine State Police

8/4/2020

Date



Maine Dept. of Corrections

080420

Date

Signature:

Email @maine.gov

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MAINE STATE POLICE,
MAINE INFORMATION AND ANALYSIS CENTER
AND
THE DEPARTMENT OF LABOR,
BUREAU OF UNEMPLOYMENT COMPENSATION**

This Agreement is between the Maine State Police, Maine Information Analysis Center and the Maine Department of Labor, Bureau of Unemployment Compensation (hereinafter "The Parties").

DEFINITIONS:

Authorized User: means any employee of either party approved to receive confidential information.

Breach: means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, or for any other than authorized purpose, have access or potential access to personally identifiable information, whether physical or electronic.

Bureau of Unemployment Compensation (BUC): means an agency within the Maine Department of Labor.

Confidential Information: means wage, unemployment benefit, employee, employer or other information reported to or held by the Maine Department of Labor data warehouse that is designated confidential by the ownership agency and/or that is otherwise protected by rule, law or statute from disclosure to third parties ("re-disclosed").

Data: means information used as a basis for letter generation, decision making, matches and analysis.

Employee: means every person who may be permitted, required or directed by any employer in consideration of direct or indirect gain or profit, to engage in any employment.

Employer: means an individual, partnership, association, corporation, legal representative, trustee, receiver, trustee in bankruptcy and any common carrier by rail, motor, water, air or express company doing business in or operating within the State of Maine.

Maine State Police (MSP): means an agency within the Maine Department of Public Safety.

MDOL: means the State of Maine Department of Labor, authorized to collect and maintain client information consistent with applicable state and federal laws.

Memorandum of Agreement: herein referred to as "this Agreement".

MIAC: means the Maine Information and Analysis Center, the fusion center of the State of Maine that is administered by the Maine State Police.

PII: means Personally Identifiable Information which can be used to distinguish or trace an individual's identity, 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.

Re-disclosure means any practice or conduct to make available and make known wage, unemployment benefit, or employee or employer identification information that was received in an authorized disclosure to any other person, organization or entity, by any means of communication. Re-disclosure does not include use of otherwise confidential information if partially or wholly redacted or aggregated to prevent identification if made public.

ReEmployME: means an unemployment compensation system administered by the Maine Department of Labor

I. STATEMENT OF PURPOSE

The purpose of this agreement is to outline the accessibility to and collection and use of ReEmployME data by the MIAC in order to provide support service to law enforcement and their investigative casework by providing specific information about an individual pursuant to Section IV below.

II. LEGAL BASIS

MDOL may disclose this data to MIAC as a public entity in the performance of public duties under 26 MRSA §1082(7) and (12) and 20 CFR §603.5(e).

III. AUTHORITY AND RESPONSIBILITY

The MIAC is responsible for reviewing and monitoring the implementation of this Agreement with respect to ReEmployME data accessed, collected, and used by the MIAC.

IV. MDOL RESPONSIBILITIES

The MDOL will provide access to employment data: specifically, the employer's name, the employer's address, and dates of employment. This access will be provided through direct access to the ReEmployME system.

V. MIAC RESPONSIBILITIES

MIAC will protect the confidentiality of the data obtained under the terms of this Agreement against unauthorized access or re-disclosure while under the control of MIAC, and comply with the required confidentiality provisions of 26 MRSA §1082(7) and 20 CFR §603. MIAC agrees to:

- (a) Use data shared under the Agreement for no purpose other than what is described above in Section I and as authorized under 26 MRSA §1082(7) and 20 CFR §603. Nothing in the Agreement shall be construed to authorize MIAC to have access to additional data from the MDOL that is not included in the scope of this Agreement or to govern access to the data by entities other than the Parties. MIAC further agrees not to share data received under this Agreement with any other entity without prior written approval from the MDOL. MIAC understands that the Agreement does not convey ownership of data to MIAC.
- (b) Permit MDOL to review the MIAC's policies and procedures regarding Personally Identifiable Information (PII) or seek written assurances from MIAC that data provided under this Agreement is properly handled. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect PII and that PII has not been re-disclosed or released. See provisional requirements in V(c) below.
- (c) Require all MIAC employees of any kind to comply with this Agreement, and all applicable provisions of and other federal and state laws with respect to the data and information shared under this Agreement. MIAC agrees to require of and maintain an appropriate confidentiality agreement from each employee with access to data pursuant to this Agreement. MIAC employees shall be subject to the Confidentiality and Nondisclosure Agreement seen in Addendum A to this Agreement. Nothing in this section authorizes MIAC to share data and information provided under this Agreement with any other individual or entity for any purpose other than completing MIAC's work as authorized by the MDOL consistent with this Agreement. This may involve third-party law enforcement agencies such as affiliates of the Maine State Police, County Sheriffs' Offices, municipal police departments, and/or Federal law enforcement agencies. Procedures conducted under or related to the MIAC shall be conducted in conformance with this Agreement and pursuant to the provisions set forth in *MIAC's Privacy Policy*: "Agencies external to the MIAC may not disseminate information accessed or disseminated from the [MIAC] without approval from the [MIAC] or other originator of the information.
- (d) Maintain all data obtained pursuant to this Agreement separate from all other data files that the MIAC possess and not copy, reproduce or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. Transmission of all MDOL protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement will not under any circumstances transfer from or be assigned to any other individual, institution, organization, government or entity without the prior written approval from the MDOL.

- (e) Not disclose the data identified in Section IV in any manner that could identify any individual benefit recipient or employer to any entity other than the authorized employees of MIAC working on the investigative casework described in Section II. The determination whether a disclosure is authorized shall be made by the MDOL. Persons participating in approved work on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual or employer, nor disclose information relating to a group or category of individuals or employers without ensuring the confidentiality of that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and no PII or other information that could lead to the identification of any individual or employer. No report of these data, even in aggregated form, shall be released to anyone other than the MDOL unless MIAC receives prior written approval from the MDOL.
- (f) Establish procedures and systems to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data. MIAC agrees to comply with the procedures and practices set forth in Addendum B: Required Technical Standards for Handling of PII attached.
- (g) Promptly, that is within twenty-four (24) hours of discovery, report to the Bureau of Unemployment Compensation's Director any incidents in detail of any PII received from the MDOL whose confidentiality was breached or is believed to have been breached. MIAC will provide the MDOL with a written report detailing the breach or possible breach, the proposed solutions, and timelines for the resolutions and cooperatively develop a plan for a timely resolution.
- (h) Destroy all PII, including any archival/backup copies, obtained pursuant to data requests under this Agreement when it is no longer needed for the purpose described in Section I, but no more than five (5) years from the closure of any investigative case, inclusive of timelines regarding associated legal appeals. Nothing in this Agreement authorizes MIAC to maintain data received from the MDOL beyond the time period reasonably needed to complete the purpose of the request. Any destruction of the referenced data must be witnessed by one other person who can later attest that a complete destruction of the data occurred. MIAC agrees to submit a letter to the MDOL within 30 days of the termination of this Agreement attesting to the destruction of any PII. MIAC may not maintain any data beyond the termination date of this Agreement unless the parties expressly agree in writing that MIAC may maintain specific data in accordance with this Agreement.

VI. ADMINISTRATIVE COSTS

Due to the collaborative business partnership between the two agencies, there will not be any cost associated with this data sharing agreement.

VII. LIAISON

Each Department will designate at least one staff person to serve in a liaison capacity to identify and resolve concerns and develop specific procedures to ensure an orderly ongoing process:

The Designated Agency Contact(s) shall be as follows:

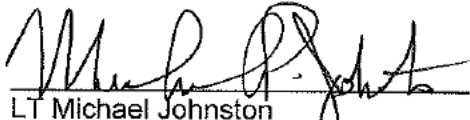
BUC: Christina Randall, Labor Program Specialist

MIAC: Michael P. Johnston, Lieutenant

Either agency may designate new or additional contacts upon written notice to the other.

VIII. EFFECTIVE DATE, MODIFICATION AND TERMINATION

This Agreement will be effective immediately upon execution of the final MDOL signatory and shall remain effective for a period of three (3) years from that date. Either party can terminate the Agreement with sixty (60) day written notice to the other party. The parties can modify the Agreement only in writing.


LT Michael Johnston
Director, Maine Information & Analysis Center

6/3/2019
Date


Bureau of Unemployment Compensation

6/4/2019
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF MAINE, DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES, OFFICE OF INFORMATION TECHNOLOGY, INFORMATION SECURITY OFFICE

AND

THE STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY, MAINE STATE POLICE, MAINE INFORMATION AND ANALYSIS CENTER

PARTIES. The parties to this Memorandum of Understanding (hereinafter “MOU”) are:

- A. The Office of Information Technology (hereinafter “OIT”), Information Security Office (hereinafter “ISO”), responsible for the implementation of information security controls across the Executive Branch of State Government.
- B. The Maine Information and Analysis Center (hereinafter “MIAC”), a fusion center administered by the Maine Department of Public Safety, Maine State Police.

Statement of Purpose: Cybersecurity is one of the most serious security challenges the Nation currently faces. However, the costs associated with securing Information Technology (IT) infrastructure are significant. To adequately meet cybersecurity threats in a resource constrained environment, increased cooperation among select professional organizations can maximize opportunities without increased costs and only nominal additional workload.

The MIAC, established pursuant to Executive Order, is uniquely positioned to further cybersecurity objectives by promoting cyberthreat information sharing, analysis, and dissemination between the state, local, and private organizational level and the federal level.

The ISO is also unique as a cybersecurity workforce that works with the OIT information asset owners for the Executive branch and IT professionals in the other branches of Maine’s government to further the State’s cyber-security objectives.

Objective: To formalize the relationship between the ISO and MIAC to increase collaboration, information sharing and support for federal, state, and county stakeholders.

This MOU sets forth the guidelines agreed to by the ISO and the MIAC governing their mutual cooperation.

1. Both parties agree to the following:
 - a. Conduct operations as outlined in the Maine Emergency Management Agency’s Emergency Operations Plan to include Incident Annex 3, Cyber Incident.
 - b. Conduct operations as outlined in OIT’s Cyber Incident Response Plan.

- c. Disseminate and share relevant cyberthreat information to relevant partners appropriate to the classification of the material.
- d. Jointly select one individual from the ISO to apply for access to Homeland Security Information Network Intelligence (HSIN-Intel). Access to HSIN-Intel can be revoked from this individual by either party without notice.

2. The ISO agrees to:

- a. Operationalize cyberthreat information as directed by the Chief Information Security Officer (CISO).
- b. Respond to MIAC questions or concerns related to cybersecurity.
- c. Select a candidate for access to HSIN-Intel with substantial cybersecurity clearance, training, skills and expertise that has demonstrated their ability to maintain the privacy and security of sensitive and classified information.
- d. Complete the appropriate application for the selected candidate and require a signed acknowledgment form demonstrating the candidate's agreement to comply with all existing state and federal rules and statutes relating to the handling of sensitive intelligence information.
- e. The selected candidate agrees to complete all necessary training requirements necessary to maintaining access including but not limited training on MIAC's privacy policy, Criminal Justice Information Services and CFR 28 Part 23.
- f. The selected candidate agrees to only share information obtained from access to HSIN-Intel with those who have a bona fide "need to know" and "right to know".

3. The MIAC agrees to:

- a. Use their nomination administrative rights access to nominate the jointly selected candidate to the Department of Homeland Security, Office of Intelligence and Analysis.
- b. As requested by the CISO or Director, MIAC, revoke HSIN-Intel access of any selected ISO personnel.

4. Points of Contact.

- a. ISO

[REDACTED]
Information Security Office, OIT
51 Commerce Dr. Augusta, ME 04330
[REDACTED]@maine.gov

b. MIAC

Lt. Michael P. Johnston, MIAC Director
Maine State Police
45 Commerce Dr. Suite 1 Augusta, Maine 04330
(207) 624-7283 or Michael.P.Johnston@Maine.Gov

SEVERABILITY. Nothing in this MOU is intended to conflict with any laws, regulations, or policies or directives of the respective Parties. If a term of this MOU is inconsistent with any such authority, then that term shall be deemed invalid by the Parties, but the remaining terms of the MOU shall remain in full force and effect.

EFFECTIVE DATE. This MOU is effective on the date on which authorized representatives of both ISO and the MIAC have signed the MOU.

MODIFICATION. This MOU may be modified upon the mutual written consent of the Parties.

REVIEW. This MOU will be reviewed annually. The MOU must be resigned in the event of a change of either the CISO or MIAC Director.


TERMINATION. This MOU shall remain in effect until such time as either the ISO or the MIAC, or the Parties jointly, terminate the MOU. If either the ISO or the MIAC decide to terminate the MOU, the party opting to terminate the MOU shall provide the other party with thirty (30) days advanced written notice.

APPROVED BY:


Information Security Office, OIT

6/17/2020

Date

Johnston,
Michael P 
Lieutenant Michael P. Johnston
MIAC Director
Maine State Police
State of Maine

6/17/2020

Date