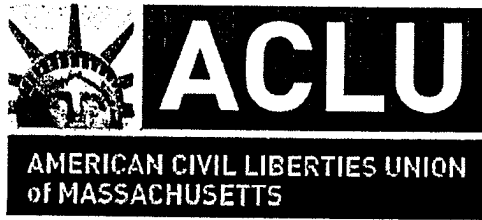


Exhibit A



Laura Rótolo
Staff Attorney
ACLU of Massachusetts
211 Congress Street
Boston, MA 02110
(617) 482-3170
lrotolo@aclum.org

July 27, 2012

Chief James Cormier, President
NEMLEC
PO Box 222
N. Reading, MA 01865

Dear Chief Cormier,

This is a public records request on behalf of the American Civil Liberties Union Foundation of Massachusetts ("ACLUM") for records made or received by the Northeastern Law Enforcement Council ("NEMLEC") concerning its RRT/SWAT Team. ACLUM makes this request under the Massachusetts Public Records Law, G.L. c. 66, § 10.

In order to learn more about the NEMLEC's RRT/SWAT team, its activation and the allocation of resources to it, ACLUM requests the following public records from its formation until the present:

1. Any incident reports or other written reports documenting each time a RRT/SWAT team was deployed. Any reports showing breakdowns of SWAT deployments by crime, requesting agency, or purpose for the raid (i.e. to serve a warrant, arrest someone, diffuse a hostage crisis, etc.) and any post-deployment documentation.
2. Any procedure, regulations and guidelines relating to the RRT/SWAT team, including protocols for SWAT team activation, responding to "high risk" situations, and use of deadly force. .
3. Any documents relating to the structure or mission of the RRT/SWAT team, including participating communities, chain of command, and the selection of team personnel.

4. Any documents or training materials used to instruct the RRT/SWAT team in any aspect of its operation. Please include information about training with military units and other outside agencies and contractors, including when and where training sessions took place, and who conducted them.
5. Any records relating to the procurement, maintenance or deployment of RRT/SWAT team weapons and other equipment, including guns, vehicles, personal protective equipment and uniforms, surveillance and reconnaissance equipment, less than lethal devices, forced entry tools and weapons and equipment that may have been obtained through the Defense Department's "1033 Program." Please include documents showing how and when SWAT equipment is used, whether it was purchased, leased or borrowed from outside agencies, how it is stored, and who has access to it.
6. Any written mutual aid agreements or memoranda of understanding with federal, state and local agencies, including any branch of the US Armed Forces and private entities concerning the RRT/SWAT team.
7. Any budget for the operation of NEMLEC from its formation to the present. Any records relating to funding sources and grants for the RRT/SWAT team.
8. Any internal or external audits of RRT/SWAT performance or records of cost effectiveness.

Because this request involves a matter of public concern and because it is made on behalf of a nonprofit organization, we ask that you waive any copying costs pursuant to 950 C.M.R. § 32.06(5). ACLUM is a nonprofit 501(c)(3) organization dedicated to the protection of civil rights and liberties for all persons in the Commonwealth of Massachusetts. As the state's affiliate of the American Civil Liberties Union, ACLUM is part of a nationwide network of advocates dedicated to defending and expanding the civil liberties of all.

If you decide not to waive copying costs, we request that you permit us to examine, at our election, the responsive documents before deciding which portions to photocopy.

Should you determine that some portion of the documents requested are exempt from disclosure, we ask you to release any reasonably segregable portions that are not exempt. In addition, please note the applicable statutory exemption and explain why it applies to the redacted portions.

Thank you for your assistance. We look forward to your response.

Sincerely,

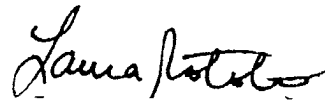
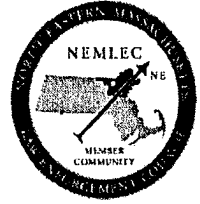
A handwritten signature in black ink, appearing to read "Liana Rotolo". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Exhibit B



North Eastern Massachusetts Law Enforcement Council

Public Safety through Regional Partnerships



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Member Entrance

NEMLEC Intranet

POSTAL ADDRESS:

NEMLEC
314 Main St. Suite 205
Wilmington, MA 01887

TELEPHONES:

Tel: 978-694-0911
Fax: 978-658-7911

EMAIL:

NEMLEC@nemlec.org

Law Enforcement Council

A law enforcement council is:

A Consortium of law enforcement agencies operating in partnership within a region to promote and enhance public safety by:

- Sharing knowledge, resources, and personnel, and
- Delivering specialized services to support member agencies while maintaining local control,

with the goals of increasing member agencies' ability to respond effectively to long- and short-term incidents, and enhance the performance, skills, and ability of agency personnel.

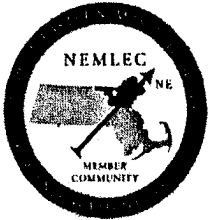
Simply stated, a law enforcement council is collaborative partnership of police agencies in a region that share knowledge, resources and personnel for the benefit of public safety. Each member commits a portion of resources from its agency to NEMLEC, and those resources are made available to member police departments to increase and improve their capabilities and capacities. There are many reasons a law enforcement agency may elect to become part of a law enforcement council. Police chiefs, their personnel, and the communities they serve are the benefactors of this membership. The benefits include:

- **Local Control** ½ As the accountable authority in a community, police chiefs and their personnel are often called upon to respond to emergencies and critical events. These police officials know their jurisdiction, and are in the best position to command and control law enforcement operations in their communities. A law enforcement council makes available resources, knowledge and personnel that supplement existing jurisdictional resources while ensuring the local police chief remains in command of police operations.
- **Personnel Reserve** ½ NEMLEC agencies have the ability to multiply their sworn police personnel almost immediately. Operational units are available to all member chiefs and can be activated in accordance with written protocol.
- **Resource Expansion** ½ NEMLEC offers police departments greater access to resources, such as technology. These purchases are often cost prohibitive, and/or are not cost-effective for one agency who may have a critical but limited use for it; they often go without. Equipment purchased by NEMLEC is available for use by any department that needs it.
- **Knowledge Multiplier** ½ Law enforcement councils offers many opportunities to share knowledge with partner agencies. NEMLEC delivers training at low or no cost in crucial topics as desired by members, and the opportunities for chiefs and their personnel to participate in NEMLEC units and programs increase their own experience and knowledge and, subsequently, bring that knowledge back to their own agency.
- **Collective Purchasing** ½ The collective size of NEMLEC positions the organization to negotiate for goods and services at more competitive prices, often resulting in discounts and savings for member agencies.
- **Specialization** ½ There are over 18,000 law enforcement agencies in the United States. Approximately 85% have less than 24 sworn police officers. Agencies must efficiently manage the limited resources they have to police their communities. Most, if not all, focus on the basics of policing: patrol, 911 response, criminal investigation of traditional crimes such as assault, rape, larceny, auto theft, burglary, etc. Specialized skills are limited, as there is little time to make personnel available for training and other requirements to maintain those skills. A typical police agency would be challenged to effectively respond to Computer Crimes, for example. NEMLEC provides its member officers with these opportunities.
- **Officer Retention** ½ Police officers that have expanded opportunities and challenges are most likely to remain with their agencies. Law enforcement councils provide opportunities to officers in local agencies that would typically only be available in larger city agencies.
- **Regional Problem Solving** ½ NEMLEC has recently developed initiatives that focus on more regionally-based prevention and response efforts. Our detectives team meets regularly sharing intelligence, identifying crime patterns, and working together to solve crimes that cross jurisdictional boundaries. Our intranet system enables immediate information sharing on recent crimes and offenders available to sworn officers in every member jurisdiction. We are currently exploring regional crime analysis.
- **Networking, Mentoring for Police Leaders** ½ Police chiefs in the region have opportunities to meet regularly, discuss issues in their communities, exchange ideas and knowledge, and learn from each other.

Officers that participate in the activities offered by law enforcement councils gain a greater perspective of law enforcement, expanding their individual and collective vision beyond jurisdictional borders. The law enforcement community becomes smaller, as they are as exposed to broader law enforcement networks, ideals and practices.

These benefits, and others, have a positive impact on the communities they serve. Every skill that is learned is applied in their communities in the normal performance of their duties.

Exhibit C



North Eastern Massachusetts Law Enforcement Council

Public Safety through Regional Partnerships

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Wilmington, MA 01887

TELEPHONES:

Tel: 978-694-0911
Fax: 978-658-7911

EMAIL:

NEMLEC@nemlec.org

History

The North Eastern Massachusetts Law Enforcement Council (NEMLEC) began in 1963, when a group of progressive police chiefs in Middlesex County began meeting informally to share information and brainstorm about common problems. These police chiefs from Burlington, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, and Woburn came together during the turbulent social and political struggles in the 1960s, when police departments were experiencing an increase in crime.

The changing social climate brought new challenges to policing and chiefs were seeking support, advice and knowledge that would assist them in their efforts to address rising public safety concerns. The disorder associated with suburban sprawl as people migrated from larger cities, the development of the interstate highway system, the Civil Rights Movement and the growing resistance to the Vietnam War threatened to overwhelm the serenity of the quaint, idyllic New England towns North and West of Boston. Police chiefs gathered to share intelligence about crime patterns and trends, to discuss social policies and develop effective prevention and response programs.

The NEMLEC police chiefs formally incorporated as a non-profit organization on July 3, 1969. By this time, the total number of member communities had increased to twenty-two. Today, NEMLEC consists of fifty (58) police and two (2) sheriffs departments in Middlesex County and Essex County.

NEMLEC Founding Agencies



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Exhibit D

mw

The Commonwealth of Massachusetts

JOHN F.X. DAVOREN
Secretary of the Commonwealth

STATE HOUSE
BOSTON, MASS. 02133

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME

RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

Thomas J. Maguire	15 Prospect St., Woburn 01801
Edward F. Bowler	307 Wash. St., Winchester 01890
Edward C. McCafferty	9 Kinney Ave., Burlington 01803

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

NORTHEASTERN MASSACHUSETTS LAW ENFORCEMENT COUNCIL, INC. ✓

2. The purposes for which the corporation is formed are as follows:

It shall be a non-profit corporation committed to the furtherance of the propagation of mutual aid and assistance, cooperation and the comprehensive coordination of effort and service in the interest of public safety within and among the member communities theretofore endorsed by the principal Municipal Executive of each Municipality and the Chief of Police. These aforementioned Chiefs' of Police shall constitute the Board of Directors of this Corporation.

NOTE: If provisions for which the space provided under Articles 2, 3 and 4 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8½" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

Y

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows:—

NONE

- 4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:—

NONE

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.

6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing.)

7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

34 Pleasant Street, Woburn, Massachusetts 01801

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: Edward F. Bowler	307 Washington St.,	Winchester, MA 01890
Treasurer: Bernard C. Vacon	Park Ave.,	Wakefield, MA
Clerk: Edward C. McCafferty	9 Kinney Ave.,	Burlington, MA 01803

Directors: (or officers having the powers of directors)

David Nicoll	Thomas J. Maguire	
Donald Eunson	Joseph Lawler	
Jospeh A. Ryan	Gordon F. Berridge	
Edward C. McCafferty	John F. Beaudoin	(See attached page)
Robert E. Germann	Bernard C. Vacon	
Robert W. Paquin	John F. Sullivan	
Charles F. Hart	Harold J. Pivorotte	
Leonard O. MacPhail	Joseph R. Connell	
Robert T. Lloyd	Paul J. Lynch	
Francis J. Morse	Edward F. Bowler	

c. The date initially adopted on which the corporation's fiscal year ends is:

November 1, 1975

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

Second Wednesday of November

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this second day of October 1974

Thomas J. Maguire
Edward F. Bowler
Edward C. McCafferty

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

14727
RECEIVED

OCT 22 1974

CORPORATION DIVISION
SECRETARY'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 29th day of October 19 74

Effective date:

John F. X. Davoren
JOHN F. X. DAVOREN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

CHARTER TO BE SENT TO

OK
MH
Neil J. Walker, Esquire
Northeastern Mass. Law Enforcement Council
34 Pleasant Street
Woburn, Massachusetts 01801

FILING FEE \$30.00

CHARTER MAILED 1-6-1975 MAEC
DELIVERED

Burlington, Wakefield

Winchester & Woburn
10-31-74

042-10.00
4-18-86

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

FEDERAL IDENTIFICATION

Secretary of State

NO. 04-2742556

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

9744

ARTICLES OF AMENDMENT

General Laws, Chapter 180, Section 7

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of members or stockholders adopting the amendment. The fee for filing this certificate is \$10.00 as prescribed by General Laws, Chapter 180, Section 11C(b). Make check payable to the Commonwealth of Massachusetts.

We, Chief Bobby N. Stewart

, President/Vice-President, and

Chief Eugene Passaro

, Clerk/Assistant Clerk of

.....Northeastern Massachusetts Law Enforcement Council, Inc.
(Name of Corporation)

located atPolice Department, Adelaide Street, Wilmington, Mass.

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on February 12, 1986, by vote ofall.....members shareholders, being at least two thirds of its members legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote thereon):

1. Insert the following language in the second paragraph of section 2 of the articles of organization. In the first line after the word "be" "
",also within the meaning of Internal Revenue Code Section 501 (c) (3),"

2. Add the following language as the first paragraph to section 2 of the articles of organization:

"This non-profit corporation is formed exclusively for charitable and educational purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code of 1954, as from time to time amended, and within the meaning of G.L. c.180, s.4, as amended."

3. Add the following to section 4 of the articles of organization:

"The corporation shall have the following powers in furtherance of its corporate purposes:

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

Examined

Name
ApprovedC ☐

P.C.

a. The corporation may do business, carry on its operations, and have offices and exercise the powers granted by the Massachusetts General Laws, specifically, but not limited to, Chapter 180, as now in force or hereinafter amended, in any jurisdiction within the Commonwealth of Massachusetts, although the Corporation shall not be operated for the purpose of carrying on for profit a trade or business unrelated to its tax exempt purposes.

b. The Corporation may make no contribution for other than religious, charitable, scientific, literary or educational purposes.

c. Meetings may be held anywhere within the Commonwealth of Massachusetts.

d. No part of the assets of the Corporation and no part of the net earnings of the Corporation shall be divided among or inure to the benefit of any officer or director of the Corporation or any private individual or be appropriated for any purposes other than for the purposes of the Corporation as herein set forth; and no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing and distribution of statements) any political campaign on behalf of any candidate for public office. It is intended for the Corporation to be entitled to exemption from federal income tax under section 501 (c) (3) of the Internal Revenue Code of 1954 as amended and shall not be a private foundation under Section 509 (a) of the Internal Revenue Code of 1954 as amended.

e. Upon the liquidation or dissolution of the Corporation, after payment of all liabilities of the Corporation or due provision thereof, all assets of the Corporation shall be disposed of to one or more organizations exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

f. In the event the Corporation is a private foundation as that term is defined in Section 509 of the Internal Revenue Code, then notwithstanding any other provisions of the Articles of Organization or the By-laws of the Corporation, the following provisions shall apply: i. The Corporation shall distribute the income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code; ii. The Corporation shall not engage in any act of self dealing as defined in Section 4941 (d) of the Internal Revenue Code; nor retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code; nor make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code.

g. The Corporation may have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Corporation is formed; provided that no such power shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other Chapter of the General Laws of Commonwealth of Section 501 (c)(3) of the Internal Revenue Code (or the corresponding provision of any future United State Internal Revenue Law).

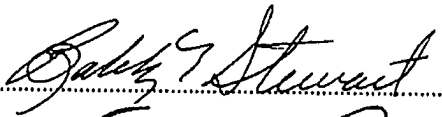
h. All references herein to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1954, as now in force and hereinafter amended.


i. The Corporation may be a partner in any enterprise which it would have power to conduct itself.

j. The Board of Directors may make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or by the By-laws requires action by the members, and subject to the power of the members to amend or repeal any By-law adopted by the Board of Directors."

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 180, Section 7 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this
2ND day of APRIL, in the year 1986


..... President/Vice President


..... Clerk/Assistant Clerk

13715 1043
RECEIVED

APR 17 1986

SECRETARY OF STATE
CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 180, Section 7)

I hereby approve the within articles of amendment
and, the filing fee in the amount of \$ 10.00
having been paid, said articles are deemed to have been
filed with me this 18th
day of April, 1986

Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY

Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF AMENDMENT TO BE SENT

TO:

ATTORNEY WILFRED DANIEL LIBBY

P.O. BOX 243

BEDFORD, MA 01730

Telephone 617-433-9808

Copy Mailed

MAY 1 1986

Wfe
Examiner

FEDERAL IDENTIFICATION
no. 04-2742556
Fee: \$15.00

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

040

ARTICLES OF AMENDMENT (General Laws, Chapter 180, Section 7)

Name
Approved

We, Chief Philip L. Mahoney, *President / ~~XXXXXX~~

and Chief James Cormier, *Clerk / ~~XXXXXX~~,

of Northeastern Massachusetts Law Enforcement Council, Inc.
(Exact name of corporation)

located at 2 Mudge Way, Bedford, MA 01730
(Address of corporation in Massachusetts)

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 2

(Number those articles 1, 2, 3, and/or 4 being amended)

of the Articles of Organization were duly adopted at a meeting held on Nov. 14 2007, by vote of:

all 49 members, _____ directors, or _____ shareholders**,

☒ Being at least two-thirds of its members legally qualified to vote in meetings of the corporation; OR

☐ Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3; OR

☐ In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein.

1. Strike the first paragraph of Article 2, and,
2. Add the following language as the second paragraph to Article 2:

(See next page)

C. ☐
P. ☐
M. ☐
R.A. ☐

4
P.C.

*Delete the inapplicable words.

**Check only one box that applies.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

- 2 -

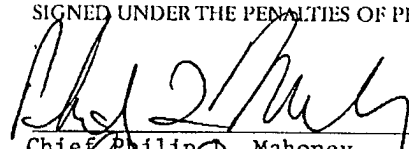
This non-profit corporation is also formed for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as from time to time amended, and within the meaning of G.L. c. 180, §4, as amended.

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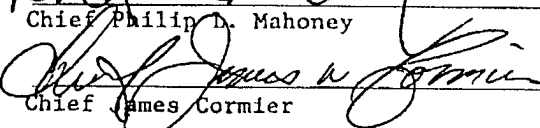
The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: Not applicable

SIGNED UNDER THE PENALTIES OF PERJURY, this 15th day of February, 2008


Chief Philip D. Mahoney

, *President / ~~XXXXXX~~


Chief James Cormier

, *Clerk / ~~XXXXXX~~

*Delete the inapplicable words.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 180, Section 7)

47472

RECEIVED
FEB 29 2008
SECRETARY
CORPORATION DIVISION

I hereby approve the within Articles of Amendment and, the filing fee in the amount of \$ 1500 having been paid, said articles are deemed to have been filed with me this 29th day of FEBRUARY 20 08.

Effective date: _____


WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1046487

TO BE FILLED IN BY CORPORATION

Contact information:

Michael T. Smerczynski, Esq.

Smerczynski & Conn, P.C.

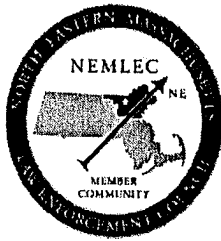
30 Main St., Peabody, MA 01960

Telephone: (978) 531-1710

Email: mike@smerczynskiconn.com

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

Exhibit E



North Eastern Massachusetts Law Enforcement Council

Public Safety through Regional Partnerships



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TELEPHONES:

Tel: 978-694-0911
Fax: 978-658-7911

EMAIL:

NEMLEC@nemlec.org

Who We Are

The North Eastern Massachusetts Law Enforcement Council (NEMLEC) is a non-profit corporation, and a law enforcement council, composed of a consortium of 58 police and sheriff departments in Middlesex and Essex Counties. Member agencies operate pursuant to an interagency mutual aid and assistance agreement. We have grown and evolved over the years to address the ever-changing demands placed upon the law enforcement profession.

NEMLEC is a professional organization, directed by member needs and priorities, and governed by an elected Board. Member police chiefs actively participate in its operation serving in leadership roles on operational units and committees. NEMLEC manages all aspects of the organization through member meetings, open processes and a comprehensive intranet system.

Member Agencies

Number Sworn Police

Number Sworn Sheriff

Population Served

Land Area

Service Area

NEMLEC Overview

58

3275 (close estimates based on department personnel sizes)

700+ (close estimates based on department personnel sizes)

1.6 million (close estimates based on U.S. census)

930 square miles (approximate)

Membership is limited to agencies in Middlesex and Essex Counties, North and West of Boston. (For Non-NEMLEC Agencies only by Approved Special Requests to NEMLEC).

Operational Units

NEMLEC units are composed of highly trained and skilled officers from member agencies under the command of a police chief. They are a primary source of assistance and support and are available to member police chiefs who activate them in accordance with written protocol.

- Computer Crime Unit (CCU)
- Motorcycle Unit (MCU)
- Incident Management Assistance Team (IMAT)
 - Regional Communications (RC)
- Special Weapons and Tactics (SWAT)
- Regional Response Team (RRT)
- School Threat Assessment/Response System (STARS)

Resources

NEMLEC resources are (i) specialized systems or technology that facilitate police practices, and/or (ii) personnel or teams with unique skills not typically available in police departments. Member agencies can draw from these resources as needed, if available.

- NEMLEC Intranet Regional Information Sharing
- Regional Detectives
- Crime Scene Services
- Dive Team

Committees

NEMLEC Committees are composed of member police chiefs. Committees drive specific organizational activities.

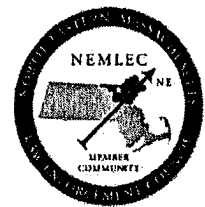
- Finance
- Membership
- Professional Development
- Standards and Policies
- Strategic Planning
- Technology

Exhibit F



North Eastern Massachusetts Law Enforcement Council

Public Safety through Regional Partnerships



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POSTAL ADDRESS:

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314 Main St. Suite 205
Wilmington, MA 01887

TELEPHONES:

Tel: 978-694-0911
Fax: 978-658-7911

EMAIL:

NEMLEC@nemlec.org

What We Do

NEMLEC functions in many respects as a specialized, regional policing operation. Each executive officer commits resources from his/her law enforcement agency to assist other members in an effort to increase and improve their individual and collective capabilities, and to provide effective policing services. This shared-resource approach has served NEMLEC and its communities well throughout its long history. This concept has not only enabled NEMLEC members to administer their agencies more efficiently by utilizing bulk purchasing, collaborative grant applications, and regionally coordinated training exercises, but the shared resource approach has also been successfully applied to the operational needs of the NEMLEC agencies. By working collaboratively, the NEMLEC agencies and their communities derive the benefits of bringing a more cohesive policing strategy to the region, taking advantage of the unique talent and expertise that exists among all NEMLEC agencies, and gaining an expanded workforce when necessary. Member agencies most often utilize NEMLEC's operational units: Computer Crime, Motorcycle Unit, Regional Communications, Incident Management Assistance (IMAT) RRT/SWAT, and STARS. There are numerous other resources available as well (see Resource section).

While NEMLEC has continued to grow and adapt to meet the needs of the times, it has been guided by a set of enduring principles and goals:

- Local officials retain control within their community
- Strive to uphold the core values of professional policing through ethical decision-making based on integrity, morality, and respect for the dignity and diversity of all
- Ensure communication, coordination, and interaction between member agencies
- Enhance regional services through the adoption of emerging technologies
- Increase efficiency and cost effectiveness of member agencies through mutual partnerships
- Provide continuous professional development and training based upon identified regional needs

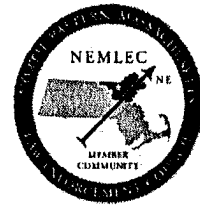
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Exhibit G



North Eastern Massachusetts Law Enforcement Council

Public Safety through Regional Partnerships



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Operational Units:

NEMLECs operational units provide key services to its member agencies and their communities. Agencies operate through mutual aid agreements and must follow established protocols to request assistance from NEMLEC units and resources. Collectively, NEMLEC is comprised of 58 member agencies, and approximately 910 sq. miles, servicing 1.6 million people with over 3275 sworn officers, 700+ sheriffs.

NEMLECs operational units, composed of highly trained police personnel from member agencies, provide specialized services to NEMLEC police chiefs, their agencies, and their communities:

- Regional Response Team (RRT) that includes Special Weapons and Tactics (SWAT).
- Motor Unit provides dedicated services including mobile traffic control, funeral escorts and dignitary protection.
- School Threat Assessment and Response System (STARS) provides consultation, planning and response to school safety-related requests.
- An Incident Management Assistance Team (IMAT).
- A Computer Crime Unit handles regional Computer Crime investigations.
- Regional Communications which includes a Mobile Critical Incident Command Unit and a comprehensive radio system infrastructure.

Member police chiefs Control Chiefs direct NEMLECs five Operational Units, composed of personnel from member agencies. Control Chiefs and, in some units, Assistant Control Chiefs, appointed by the Executive Board, lead these units; their responsibilities include:

- Manage Designated Unit
- Develop Operational Guidelines
- Liaison to Executive Board
- Assess Requests for Assistance and Determine Response Level
- Facilitate and Support Unit Operations
- Provide Inter-unit Support
- Member Selection, Management, Records and Call-out Reporting

Chief Michael Begonis Wilmington Police Department	RRT/SWAT
Chief Frederick Ryan Arlington Police Department	Motor Unit
Chief Leo A. Sacco, Jr. Medford Police Department	STARS
Chief Leo A. Sacco, Jr. Medford Police Department	Computer Crime Unit
Chief Don Palma Groton Police Department	Incident Management Assistance Team

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Exhibit H

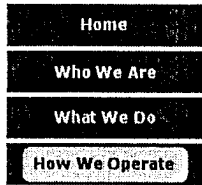


North Eastern Massachusetts Law Enforcement Council

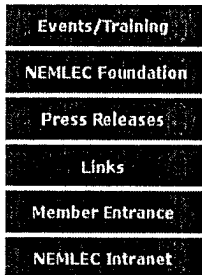
Public Safety through Regional Partnerships



RRT/SWAT



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Control Chief	Chief Michael Begonis Wilmington Police Department
Assistant Control Chief	Chief Timothy Sheehan Tewksbury Police Department
Assistant Control Chief	Chief John C. Fisher Carlisle Police Department
Commanding Officer-in-Charge	Lt. Steve Chaput Dracut Police Department
Executive Officer-in-Charge RRT	Lt. Carmine Vivolo Somerville Police Department
Executive Officer-in-Charge SWAT	Sgt. Pat Towle - Bedford Police Department

The primary purpose for the establishment of the NEMLEC RRT and SWAT teams was to share equipment and manpower. Having been formed in 1967, the NEMLEC Chiefs of Police expressed a need for a large group of well-trained police officers to assist the NEMLEC communities with law enforcement issues beyond the resources of the individual NEMLEC police agencies.

The Regional Response Team (RRT) is a tactical unit comprised of sworn police officers that consistently train to provide NEMLEC members and communities with a highly trained and well-equipped tactical unit that can be deployed in the event of an emergency or major event. The units main focus is to provide an adequate number of highly trained tactical officers to combat civil disturbances, to assist with man-made and natural disasters, to aid in search and rescue missions, and to assist the NEMLEC communities when additional resources are necessary.

The Special Weapons and Tactics Team (SWAT) is a unit that trains for and responds to critical incidents. This highly trained and well-equipped unit provides life saving assistance when NEMLEC communities must deal with active shooters, armed barricaded subjects, hostage takers and terrorists. The SWAT Team also provides assistance with high-risk warrant services and dignitary protection details.



The goals of the NEMLEC RRT and SWAT teams include:

- To maintain the highest level of readiness;
- To ensure that the proper training and equipment is afforded to the RRT and SWAT Teams;
- To prepare to respond to the NEMLEC communities immediately, 24 hours a day, 365 days a year.

Every NEMLEC agency is asked to have personnel on the Rapid Response Team. This assures that in an emergency, in any NEMLEC jurisdiction, RRT will always have unit member responding in his/her own jurisdiction. If needed, they can advise and inform RRT/SWAT leadership about any unique circumstances, background and/or community concerns, and can provide information about potential response plans and affects.

RRT/SWAT has expertise in additional areas that can be utilized by law enforcement agencies. Within this unit are:

- Crisis/Hostage Negotiators
- Mountain Bike Team



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Exhibit I

City of Lowell - Law Department

375 Merrimack Street, 3rd Floor • Lowell MA 01852-5909
Tel: 978.674.4050 • Fax: 978.453.1510 • www.lowellma.gov

Christine P. O'Connor
City Solicitor

Gina M. Atwood
C. Michael Carlson
Kerry M. Regan
Kenneth J. Rossetti
Elliott J. Veloso
Assistant City Solicitors

February 24, 2014

by first-class mail and electronic mail

Laura Rotolo
ACLU of Massachusetts
211 Congress Street
Boston, MA 02110

Re: public records request

Dear Ms. Rotolo:

The City of Lowell acknowledges receipt of your public records request to the City of Lowell Police Department. You requested records relating to "participation in regional interagency mutual aid organizations, such as the North Eastern Massachusetts Law Enforcement Council (NEMLEC)," specifically "1. Any memorandum of understanding or agreement between your department and other law enforcement agencies relating to mutual aid or assistance; 2. Any memorandum of understanding or agreement between your department and the North Eastern Massachusetts Law Enforcement Council (NEMLEC) relating to mutual aid or assistance; 3. Any document or budget showing financial contributions to NEMLEC for the years 2010 to present; 4. Any document or budget showing receipt of funds or equipment from NEMLEC for the years 2010 to present."

The City encloses a document responsive to items #1 and #2 of your request. Once the City has had a chance to retrieve and review any additional responsive records in the City's possession and control, we will send an additional response regarding your request.

The City regrets that given the "magnitude or difficulty of the request and the other responsibilities" of the Police Department, the City has not been able to respond fully within ten days of your request. See Globe Newspaper Co. v. Commissioner of Education, 439 Mass. 124, 132, n.12 (2003).

Sincerely yours,



C. Michael Carlson
Assistant City Solicitor

Enclosure



NORTH EASTERN MASSACHUSETTS LAW ENFORCEMENT COUNCIL INTERAGENCY MUTUAL AID/ASSISTANCE AGREEMENT

This document is a mutual law enforcement agreement among the municipal communities who are members of the North Eastern Massachusetts Law Enforcement Council (hereinafter referred to as "NEMLEC" or "the Council") that have executed this Agreement and have bound their departments in accordance herewith so as to increase and improve the capability to provide protection of life and property, thereby preserving the safety and welfare within the geographical area or region of these communities. This Agreement is adopted in accord with M.G.L. c. 40, §8G, M.G.L. c. 41, §99 and other relevant provisions of the Massachusetts General Laws. The implementation of this Agreement will be under the direction of the NEMLEC whose membership consists of the chief executive officers from the member municipal communities.

PURPOSE:

- To provide mutual aid programs for the member police departments because of terrorist or enemy action, natural disaster, unusual occurrence including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations, other natural or man-caused incidents requiring exceptional police action, school or workplace violence, riot, mob action, civil disturbance, demonstration, urban insurgency or any situation threatening the peace and tranquility of the requesting party's jurisdiction.
- To provide for the preparation and implementation of a comprehensive, coordinated mutual assistance plan for the police departments in NEMLEC which will enhance the law enforcement capability of the region.
- To provide for a system for the receipt of, and dissemination of, information, data and directives within the Council and to coordinate services between the Council and other law enforcement officials at the local, state, and federal levels.
- To provide close and effective cooperation and assistance in combating criminal activity within the region as covered by this agreement and the operational procedures that are promulgated by the Council.

AGREEMENT:

The signers of this agreement agree to the following:

1. To abide by the by-laws adopted and which may be amended or revised from time to time by the North Eastern Massachusetts Law Enforcement Council.
2. To abide by the rules, regulations, policies and procedures, and any other protocols outlining the perimeters and guidelines under which member agencies will operate with respect to their involvement and participation as a Member Agency of the North Eastern Massachusetts Law Enforcement Council.
3. To adopt and endorse the standards of conduct for which the members of their agency will be bound while performing duties and activities that fall within the scope of the North Eastern Massachusetts Law Enforcement Council.

DEFINITIONS:

When used in this agreement, various words and phrases shall be defined as follows:

Sender or Sending Department: a member Department sending aid and assistance.

Receiver or Receiving Department: a member Department receiving aid and assistance.

Executive Board: is comprised of those Police Chiefs who have been chosen by the Council members to serve as officers for the Council in accordance with the By-Laws promulgated by the Council.

Control Chief: Police Chief chosen by the Executive Board of the Council to manage and direct the activities of a particular operational component. Each and every operational component of the Council shall have at least one Control Chief designated to manage and direct the component.

Assistant Control Chief: Police Chief chosen by the Executive Board of the Council to provide administrative assistance to the Control Chief of an operational component of the Council for which he was selected. In the absence of the Control Chief, it shall be the Assistant Control Chief who acts as Control Chief's designee in managing and directing the operational component for which he has been selected.

Mutual Aid: In accord with M.G.L. c. 41, § 99, officers activated under this mutual aid agreement shall have the same immunities and privileges as when acting within their respective cities and towns.

Council Members: the Chief of Police of a member Department, or in his absence, his designee. Each Chief of Police shall designate an alternate member of his Department who shall have full authority to act in the absence of the Chief.

Police Officer or Officer: For purposes of this Agreement, the term "Police Officer or Officer" is used to refer to those individuals who are considered full-time police officers, who have satisfied the provisions of M.G.L. c. 41, § 96B.

REQUESTS FOR ASSISTANCE AND CHAIN OF COMMAND:

- A. The parties hereto agree to furnish to a requesting Department mutual assistance and logistical support only with the approval of each Sender's Chief of Police or designated representative and provided such law enforcement assistance and logistical support is within the capability of the Sending Department at the time the specific request is made.
- B. Except as hereinafter provided, a request for assistance shall be made only to a Member Chief or his designee. No assistance shall be given without the authorization of the Sender's Member Chief or his designee. The Member Chief or his designee shall have sole and final say as to whether and to what extent personnel and equipment shall be sent to assist Requesting Department.
- C. It shall be the duty of the Sender's Chief of Police to issue necessary orders and direct all assisting police personnel to place themselves under the operational control of the Chief of Police of the department requesting mutual assistance.
- D. The Receiving Department shall file a complete written report with the Control Chief within 72 hours after making and receiving requests, indicating the time and nature of the request and giving complete details as to the response made. In addition to including said reports in the Control Chief's quarterly filing with the Executive Board pursuant to the By-Laws promulgated by the Council, upon request, the Control Chief shall also provide a copy of the report to the Sending Departments and shall review all actions taken.
- E. The Chief of Police, or his designated representative, of the Receiver shall have and exercise overall command control of any Sender's police officers participating in mutual assistance.

F. The nature of the emergency, or unusual occurrence as determined by the Receiver's Chief of Police, shall be a consideration in determining where the Sender's personnel shall be deployed. In the event of natural disaster the Sender's personnel shall be generally deployed on the scene of the disaster. In the event of a civil disturbance, the Sender's personnel generally shall be deployed as supporting units.

G. All parties to this agreement shall be alerted by the most expeditious communications system of the possible need for mutual assistance and, if necessary, the need to have the various departments placed on a Standby Alert status. A "Tactical Alert Notice" in accordance with existing operational readiness plans, shall be used as a means of alerting all parties that an unusual occurrence is either anticipated or already in progress. The decision to call a "Tactical Alert" is that of the Receiver's Chief of Police or his designated representative.

H. The request for assistance shall state, as a minimum:

- a. The nature of the emergency, its specific location, and estimate duration.
- b. The type and number of personnel requested.
- c. The type of logistical support needed.
- d. The name, and location of the senior police officer to whom the Sender's personnel shall report.

I. All personnel acting pursuant to a request for assistance under the scope of this agreement, or who are performing law enforcement duties outside of their territorial jurisdiction and as part of an operational unit under the auspices of the Council, shall operate in adherence to the Chain of Command established by the Council and in adherence to its rules, regulations, policies and procedures.

J. Police officers from a Sending Department shall have the full authority of police officers in all other jurisdictions while responding to a request for aid or assistance under this Agreement.

PERSONAL, LIABILITY, AND INDEMNIFICATION (OR WAIVERS):

A. Police officers of a Sender are considered as being on duty from the time said officer responds to a mutual aid call until he returns to his origination point; he is considered on duty for his own town or city and if injured or killed during that period, his employer (Sender) shall be liable for all benefits due to him or his widow or dependents under applicable laws and collective bargaining agreements.

B. Sender agrees to cover all salary and overtime expenses incurred by its officers, unless the Receiver receives reimbursement for the costs

associated with the operation, in which case the Receiver agrees to distribute that reimbursement to the sending agencies in an equal proportional amounts to defray the costs incurred by the sending agencies. As set forth above, in case of disability or death caused in the performance of his duty or sickness resulting from said performance, the officer or his widow or dependents shall be entitled to benefits to which he or they are entitled in his own department or agency under applicable laws and collective bargaining agreements, and such benefits shall be paid by the Sender.

- C. Unless otherwise specifically provided in this Agreement, all expenses incurred by the Sender in rendering assistance shall be paid by the Sender provided they were reasonably necessary in carrying out the purposes of this agreement, unless the Receiver receives reimbursement for such expenses, in which case the Receiver agrees to reimburse the sending agencies in an equal proportional amounts to defray the costs incurred by the sending agencies. In case of any dispute between the Sender and the Receiver, the Council shall determine the reasonableness of the expense incurred.
- D. Nothing herein shall prevent any Sender from assuming the cost of any loss, damage, salary, overtime, or expense incurred in responding to a request for assistance under this Agreement. A determination by a Sender to not seek reimbursement for loss, damage, salary, overtime, or other expense following one or more responses to requests for assistance shall not operate to waive the right of the Sender to seek such reimbursement at any future time.
- E. Except as otherwise provided herein, during the course of rendering mutual aid assistance as providing for by this Agreement, the Sender department shall be responsible for the operation of its equipment and for any damage caused or received thereto, and for any personal injury caused by a member of the Sender to a third party. This section is subject to, and does not waive, any and all applicable limitations or immunities on governmental liability under state and federal law.
- F. Each Member party shall waive any and all claims and causes of action against all other parties hereto which may arise out of their activities while rendering and/or receiving aid under this Agreement, to the extent that each party may legally waive such claims. Each member agrees to indemnify, defend, and hold harmless each other member department and/or city or town from any and all liability, loss or damage, which such other party becomes legally obligated to pay, including reasonable counsel fees as a result of claims, demands, costs, or judgments against such other party arising out of the negligent or intentional conduct of the indemnitor in connection with

activities under this Agreement. This indemnification is subject to, and does not waive, any and all applicable limitations or immunities on governmental liability under state and federal law.

- G. Each member municipal community agrees to provide police liability insurance. In the event that a participating municipal community desires to self-insure these exposures, upon request, the Council shall be provided with a letter so indicating. All deductibles are responsibility of the named insured.

COMMUNICATIONS AND EQUIPMENT:

- A. In rendering mutual assistance, Receiver and Sender shall use and be responsible for furnishing their own equipment, except where emergencies or unusual occurrences dictate the sharing of equipment between parties. Special emphasis by all parties will be placed on the mutual sharing of police communications equipment.
- B. Each Receiver department shall be responsible and liable for damages suffered by or caused to Sender's property during the course of rendering mutual assistance, to the extent that the Sender's insurance does not cover the loss.
- C. Nothing herein shall prevent any Sender from assuming such loss, damage, expense or other cost.

TERMINATION OF ASSISTANCE:

Terminating emergency mutual assistance: At the conclusion of any emergency, the supervisor or commanding officer on the scene (as designated by the Receiver's Chief of Police) shall have the responsibility for relieving the Sender's personnel to return to their origination point.

TERMS OF THE AGREEMENT:

This Interagency Mutual Aid / Assistance Agreement (hereinafter referred to as the "Agreement") shall remain in effect until terminated by all parties hereto. Should any party to this agreement wish to withdraw from the Agreement, it may do so by notifying all other parties in writing.

Should any signatory Chief of Police retire or otherwise leave office, the President of the Council will request of his successor a written statement that he

accepts all the terms and conditions of this Agreement. All such statements shall become an attachment hereto.

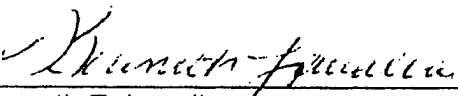
Any law enforcement agency that is not originally a party to this Agreement may become a party by sending a written request to the President of the Council. Such request shall be executed in accordance with the By-Laws that have been promulgated the Council.

This Agreement may be amended only with the written approval of each Council Member who is then a party to it.

SIGNATURE

This agreement is to be signed on behalf of each member by the Mayor, City or Town Manager or Administrator, or Chairman of the Board of Selectmen having authority to enter into such an agreement and the Chief of Police.


The original of this document will be retained in the files of the President. Copies of this document will be maintained in the files of each member department.



Kenneth E. Lavalley
Superintendent
Lowell Police Department

4-8-08

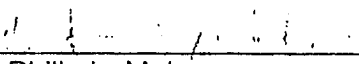
Date



Edward C. Caulfield
Mayor
City of Lowell

4/9/08

Date



Chief Philip L. Mahoney
President
North Eastern Massachusetts Law Enforcement Council

4/10/08

Date

Exhibit J



North Eastern Massachusetts Law Enforcement Council

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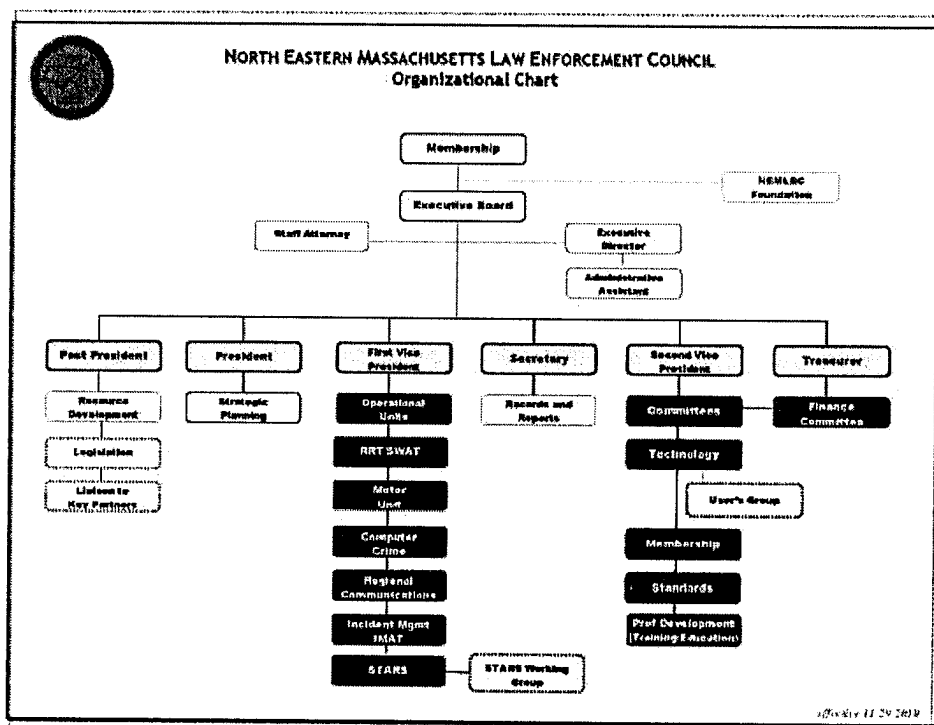
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Org Chart

NEMLEC operates through a system of operational units and committees, and is led by member chiefs who serve in various capacities.



October 11, 2014

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