

DENVER JOINT TERRORISM TASK FORCEMEMORANDUM OF UNDERSTANDINGPREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Federal Bureau of Investigation (FBI), the Aurora Police Department (APD), the Denver Police Department (DPD), the Jefferson County Sheriff's Department (JCSO), and the Colorado State Patrol (CSP). This MOU outlines a cooperative effort to combat terrorism.

Article I: Purpose of MOU

The purpose of this memorandum is to set out a common understanding of the policies and procedures that the member agencies will follow in providing law enforcement service to the citizens of the Denver Metropolitan area and the State of Colorado.

The MOU establishes and delineates the mission and structure of the Denver Joint Terrorism Task Force (DJTTF) in addressing the complex problem of terrorism affecting the Denver Metropolitan area and the State of Colorado.

Article II: Mission of DJTTF

The DJTTF will investigate terrorist organizations and/or individuals planning on carrying out terrorist acts occurring in or affecting the Denver Metropolitan area and the State of Colorado and will apprehend individuals committing such violations. The organizations to be investigated will be specifically identified and agreed upon beforehand by DJTTF member agencies. All parties agree to abide by the Attorney General Guidelines, General Criminal Racketeering Enterprise, Domestic Security Terrorism and the Foreign Counterintelligence Guidelines as they pertain to International and Domestic Terrorism matters. In addition, it is understood that personnel of member agencies shall be required to utilize only those investigative techniques consistent with their given standards and procedures.

Article III: Organizational Structure of the Task Force

A. Members

The Task Force shall consist of a combined body of investigators from each participating agency.

B. Identification of Objectives

The Special Agent in Charge (SAC) for the Denver FBI Field Office, through coordination with the respective heads of each member agency, or their designees, shall identify, agree upon and articulate specific organizations and investigative objectives of matters assigned to the DJTTF.

C. Direction of DJTTF and Resource Control

Responsibility for the overall policy and direction of the DJTTF shall rest with the designated Assistant Special Agent in Charge (ASAC) of the FBI who will closely coordinate with the respective heads of each member agency, or their designees, on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Specific control over their DJTTF resources and the continued dedication of these resources to the DJTTF shall be retained by the participating agency heads who will be kept fully apprised of all investigative developments by their respective subordinates.

D. Supervision of DJTTF

Day-to-day supervision of matters assigned the DJTTF shall be the responsibility of the designated FBI Supervisory Special Agent (SSA) in conjunction with the designated supervisory personnel of each member agency. Responsibility for the conduct of the DJTTF members shall remain with the respective agency heads. All DJTTF personnel will keep their respective supervisors completely informed of pertinent developments.

E. Physical Location and Support

The FBI will, subject to available funding and needed administrative approvals, provide office space for all DJTTF members and support staff. In addition, the FBI will, subject to availability, provide all necessary secretarial, clerical, automation and technical support for the DJTTF.

F. Vehicles

The FBI hereby agrees and authorizes members of the DJTTF to use vehicles owned or rented by the FBI when necessary and if available. The purpose of these vehicles is for surveillance, case management and investigation in connection with any DJTTF investigation.

The member agencies agree to be responsible for any damage incurred to DJTTF vehicles as a result of any act of omission on the part of the agency or its employees, and in general assumes financial responsibility for property damage to said vehicles, consistent with each respective member agency's policy and practice, city ordinances, state of Colorado law and existing or future contractual obligations relative to the repair of vehicles owned by each agency or operated by its employees. The responsibility for all other liability attributed to each member agency, resulting from the use of DJTTF vehicles, rests with each respective agency.

G. Commitment of Personnel

The FBI will assign [REDACTED]
[REDACTED] Each member agency will assign [REDACTED]

All DJTTF members will be assigned on a full-time basis. Continued assignment of members will be made at the discretion of their respective agencies.

Article IV: Record and Reports

All DJTTF investigative records will be maintained at the Denver FBI Field Office. Investigative reports will be prepared on FBI forms. Considerations for placement of all or part of said information into member agency files shall rest with supervisory personnel of the concerned department in compliance with applicable standards and procedures governing the respective agencies. Classified information shall not be placed in any respective agency's files.

Article V: Security Clearance/Deputation

Due to U.S. Department of Justice (DOJ) regulations regarding classified information, prospective DJTTF members who do not possess "Top Secret" clearances, previously granted by the FBI/DOJ, will be subjected to full background investigation(s) with assignment contingent upon receipt of appropriate security clearance(s). All member agency personnel will be sworn in as Special Deputy United States Marshals. Security clearances will

also be granted to designated supervisory personnel within each agency's chain of command.

Article VI: Investigative Exclusivity

It is agreed that matters designated to be handled by DJTTF will not knowingly be subject to non-DJTTF law enforcement efforts. Recognizing the number of specialized entities within each member agency, it is incumbent upon each agency to make proper internal notification regarding DJTTF existence, including its areas of concern. Regarding investigations conducted by member agencies prior to the DJTTF's existence, all information will be referred to DJTTF for review and coordination, with approval of the command staff of each member agency. The non-specialized entities of each member agency handle myriad criminal violations; therefore, DJTTF members should make an effort to keep abreast of law enforcement developments within their respective agencies to insure that information involving DJTTF matters are referred to the DJTTF.

It is agreed that there shall be no unilateral action taken on the part of any participating agency relating to DJTTF investigations. All law enforcement action will be coordinated and cooperatively carried out.

Article VII: Salary/Compensation

Salaries of DJTTF members will be paid by their respective agencies. When allowable under federal law and to the extent that federal funding is available for such purposes, the FBI will reimburse overtime incurred in the performance of DJTTF responsibilities in accordance with the terms and conditions of a reimbursement agreement between the respective department and the FBI. Overtime shall be compensated in accordance with applicable overtime provisions of each member agency and shall be subject to the prior approval of appropriate personnel of each respective agency.

Article VIII: Prosecution

DJTTF investigation will conform to the original procedure requirements for federal prosecution and will generally be prosecuted in federal court. However, it is recognized that specific circumstances may occur on a case-by-case basis which warrant prosecution in state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement, public safety and having the greatest impact on terrorism.

SIGNATORIES

FORD R. COLE
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

10/8/98

Ford Cole

CONTRACT OFFICER, FBIHQ

DATE

Frank A. Lo Turco

3/17/99

SPECIAL AGENT IN CHARGE, DENVER

DATE

DR. [Signature]

3/17/99

CHIEF, AURORA POLICE DEPARTMENT

DATE

Tom Sanchez

12-3-98

CHIEF, DENVER POLICE DEPARTMENT

DATE

Ronald J. Dickman

12-4-98

SHERIFF, JEFFERSON COUNTY
SHERIFF'S DEPARTMENT

DATE

~~[Signature]~~
COLONEL, COLORADO STATE PATROL
*subject is covered
JOC report.*

3/1/99

COLONEL, COLORADO STATE PATROL

DATE

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