



Administration Building  
West Hearing Room  
5334 S. Prince St.  
Littleton, CO 80120  
303-795-4630  
Relay Colorado 711

Kathleen Conti, District 1  
Nancy Sharpe, District 2  
Jeff Baker, Chair, District 3  
Nancy Jackson, Chair Pro Tem, District 4  
Bill Holen, District 5

### **Study Session** **September 3, 2019**

The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners' Office or through the County's web site at [www.arapahoegov.com](http://www.arapahoegov.com). Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under "Committee Updates" to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners' Office at 303-795-4630 or by e-mail at [commissioners@arapahoegov.com](mailto:commissioners@arapahoegov.com)

#### **Study Session Topics**

**10:30 A.M. Department Director Update (BoCC Conference Room)**

*Michelle Halstead, Director, Communication and Administrative Services  
Board of County Commissioners*

**11:30 A.M. \*Drop In (WHR)**

*Board of County Commissioners*

**1. High Intensity Drug Trafficking Area (HIDTA) Front Range Task Force Memorandum Of Understanding**

Discussion of a request from the Arapahoe County Sheriff's Office for the Board of County Commissioners to authorize Sheriff Tyler Brown to sign an updated Memorandum of Understanding (MOU) between multiple agencies and Arapahoe County to establish general guidelines for a multi-agency Rocky Mountain High Intensity Drug Trafficking Area (HIDTA) Front Range Task Force (FRTF) to target the illegal narcotics trade

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office  
Tyler S. Brown, Sheriff  
Todd Weaver, Budget Manager, Finance  
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR - HIDTA FRTF MOU.DOCX](#)  
[MULTI-AGENCY FRONT RANGE TASK FORCE MOU FINAL DRAFT\\_.DOCX](#)

**2. Memorandum Of Understanding With The Bureau Of Alcohol, Tobacco, And Firearms, And Explosives For Task Force Officer**

Discussion of a request from the Arapahoe County Sheriff's Office for the Board of County Commissioners to authorize Sheriff Tyler Brown to sign a memorandum of understanding (MOU) with the Bureau of Alcohol, Tobacco, and Firearms, and Explosives (ATF) to credential an Arapahoe County Sheriff's Office Deputy (Investigator) as an ATF Task Force Officer

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office*  
*Tyler S. Brown, Sheriff*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[2019 ATF TFO MOU BSR \(002\) FINAL.DOCX](#)  
[2019 ARAPAHOE COUNTY SHERIFF OFFICE PSN MOU.DOCX](#)

**11:45 A.M. Strategy And Performance Update (WHR)**

*Manisha Singh, Director, Department of Strategy and Performance*

**Break**

**1:00 P.M. Calendar Updates (WHR)**

*BoCC Administration Manager*

**1:45 P.M. BOCC Updates (WHR)**

*Board of County Commissioners*

**3:00 P.M. \*Executive Session (WHR)**

Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)C.R.S.](As required by law, specific agenda topics will be announced in open meeting prior to the commencement of the closed and confidential portion of this session) (WHR)

*Ron Carl, County Attorney*

**\* To Be Recorded As Required By Law**

WHR - West Hearing Room

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*Please contact our office at least 3 days in advance to make arrangements.*



## Board Summary Report

**Date:** August 14, 2019

**To:** Board of County Commissioners

**Through:** Tyler S. Brown, Sheriff

**From:** Olga Fajaros, Sheriff's Office Finance Manager

**Subject:** Update to the Memorandum of Understanding between multiple agencies and Arapahoe County to establish general guideline for a multi-agency Rocky Mountain HIDTA Front Range Task Force to target the illegal narcotics trade

### Request and Recommendation

The Sheriff's Office requests the Board of County Commissioners authorize the Sheriff to sign an updated Memorandum of Understanding (MOU) between multiple agencies and Arapahoe County. The Memorandum of Understanding establishes general guidelines for a multi-agency Rocky Mountain HIDTA Front Range Task Force (FRTF) to target the illegal narcotics trade.

### Background

There is evidence that trafficking in narcotics and dangerous drugs exists in the Denver Metro Area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Colorado. The HIDTA Front Range Task Force was developed to disrupt this illicit drug traffic by immobilizing targeted violators and trafficking organizations. Through a united effort, each individual agency will better utilize resources and investigative efforts.

### Links to Align Arapahoe

Service First – Achieve Customer Excellence. The approval of this request will allow ACSO to improve customer service.

### Discussion

The mission of the FRTF is to promote a collaborated multi-agency effort to identify, investigate, and dismantle major drug trafficking organizations operating in the Denver metropolitan/Front Range area with an emphasis on heroin, cocaine, methamphetamine and national and international trafficking.

The updates to the agreement last signed in 2017 clean up general language and also effectively change the equitable sharing process due to federal changes to how task forces are funded and disbursements are made. This update makes the City of Denver the fiduciary agent for the FRTF

and establishes guidelines and percentages to be generally followed when disbursements are made to participating agencies.

**Alternatives**

The only alternative is for the Arapahoe County Sheriff's Office not to participate in the HIDTA Front Range Task Force.

**Fiscal Impact**

The fiscal impact is slight, as overtime will be reimbursed to the Arapahoe County Sheriff's Office and disbursements amounts may change based on the new equitable sharing strategy. The exact impact is not known as the amount of disbursements and overtime paid will be determined in the future.

**Concurrence**

The Sheriff's Office Administration and the Public Safety Bureau are in concurrence with this recommendation.

**Reviewed By:**

Olga Fajaros, Sheriff's Office Finance Manager  
Glenn Thompson, Public Safety Bureau Chief  
Tyler S. Brown, Sheriff  
County Attorney

**Front Range Task Force  
of  
Rocky Mountain H.I.D.T.A.**

*“Memorandum of Understanding”*

(Revised May 2019)

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by the following participating agencies:

- ◆ Arapahoe County Sheriff's Office
- ◆ Aurora Police Department
- ◆ Colorado Bureau of Investigation
- ◆ Colorado National Guard
- ◆ Denver Police Department
- ◆ Department of Homeland Security, Homeland Security Investigations – Denver (HSI-Denver)
- ◆ Douglas County Sheriff's Department
- ◆ Drug Enforcement Administration
- ◆ Mountain View Police Department
- ◆ Rocky Mountain HIDTA
- ◆ 18<sup>th</sup> Judicial District Attorney's Office

### **Ex-Officio Representation:**

- ◆ United States Attorney's Office

**PURPOSE:** The purpose of this Memorandum of Understanding is to establish general guidelines for a multi-agency task force to target the illegal narcotics trade with emphasis on major drug trafficking organizations and the distribution of illegal drugs on a national and international level. Agencies participating in this task force recognize targeting major drug trafficking organizations is of paramount importance to our communities. Through a united effort, each individual agency will better utilize resources and investigative efforts. The participating agencies are committed to cooperative efforts and full information sharing in compliance with applicable statutes, regulations, and policies through their participation in the Front Range Task Force.

**MISSION STATEMENT:** The mission of the Front Range Task Force is to promote a collaborated multi agency effort to identify, investigate, and dismantle major drug trafficking organizations operating in the Denver metropolitan/Front Range area with an emphasis on heroin, cocaine, methamphetamine and national and international trafficking. Also, to address emerging criminal justice issues as they relate to narcotics trafficking throughout the Front Range region, encouraging maximum cooperation between all law enforcement and prosecutorial agencies, and ensuring the safety of both police personnel and the public, accomplished in an efficient manner within constitutional guidelines.

The Front Range Task Force is also established to identify and ultimately convict medium-to high-level drug traffickers and to seize assets and proceeds derived through drug trafficking through the effective methods of a task force approach.

**BOARD OF DIRECTORS:** A board of directors will be established to oversee the operation of Front Range Task Force. Membership on the board will be awarded to the agency administrator or his/her designee (management level) of the participating agencies. A participating agency is defined as one that has full-time personnel assigned to the Task Force. The Board of Directors will establish procedures, policies and reporting requirements for the Task Force. The procedures, policies and reporting requirements will be disseminated to the participating agencies for review and to ensure that they do not conflict with their home agency procedures, policies and reporting requirements. The board shall elect a chairperson based on a vote of the majority. The Board of Directors will meet on a bi-annual basis to review Task Force operations, handle issues that may arise and assess the progress of the Task Force.

**EX-OFFICIO BOARD MEMBERS:** The Task Force may have a limited number of ex-officio positions. Organization representation in this capacity must be approved by the Board of Directors. Ex-officio members shall be granted the same rights as members of the Board of Directors, including the right to make motions and vote.

**VOTING:** Issues that require Board of Director approval, with the exception of an ‘Emergency Vote’, shall be presented for discussion to board members at regularly scheduled meetings. Prior to an official vote, a quorum, which means the combined presence of a majority of the Board of Directors & Ex-Officio Board Members, must be established. Approval of any item must receive majority acceptance. A Board of Directors member or Ex-Officio member may authorize a proxy for purposes of voting. Occasions when a voting decision is necessary prior to the next scheduled meeting date, approval of an item can be accomplished through an emergency vote. An emergency vote will be directed by the FRTF Commander through either email or by telephone. The Commander must record the votes, and then announce the votes at the next Board of Directors meeting.

**TASK FORCE COMMANDER:** The task force commander will be selected from the Denver Police Department and ratified by the Board of Directors. The commander shall hold the rank of lieutenant or above and have administrative and operational authority over the Front Range Task Force.

**TASK FORCE SUPERVISORS:** A great strength of the task force model is the diversity of personnel and resources that can be brought together to achieve FRTF goals. Bringing these varied resources together will inevitably result in conflicts involving the perspectives, policies, and missions of participating agencies. Task Force supervisors will actively work together to minimize these conflicts. Task Force supervisors will conduct FRTF investigations in a manner that will best accomplish FRTF goals, but in a manner that will also respect the concerns of participating agencies.

Task Force supervisors are those individuals assigned to the Front Range Task Force by participating agencies with their respective supervisory rank. The Task Force supervisors are responsible for the day-to-day operations of the Task Force. They are responsible for: supervising project participants, monitoring, directing, coordinating and planning of investigations, case management, personnel training and evaluation, and any other supervisory related function relevant to Task Force personnel or operations. They will report to the Task Force Commander. All supervisors are required to work together in the spirit of teamwork and

share necessary information and resources, subject to applicable statutes, regulations and agency policies.

Task Force supervisors will ensure that appropriate reports, forms and documentation will be completed in an accurate and timely fashion. Task Force supervisors and the Task Force Commander will ensure that the policies and procedures adopted by the Board of Directors regarding the operation of the Front Range Task Force will be adhered to by all participating members.

***TASK FORCE OFFICERS:*** Each participating agency will assign at least one (1) full-time officer, deputy, agent or member to the Task Force. Personnel assigned to the Task Force will report to their designated supervisor for day-to-day direction. Team or group composition will be comprised of members from all participating agencies.

Based on the expertise required to conduct complex narcotics investigations it is recommended that each agency commit its officers and agents assigned to the Task Force for a minimum of two (2) years.

***SCHEDULED WORK HOURS:*** The normal work hours of Task Force members will be from 0900 hours to 1700 hours Monday through Friday. It is agreed that flexibility in working covert narcotics operations is a necessity. The Task Force supervisors will have the authority to establish work hours and workweeks as dictated by the investigation. Changes from a normal workweek and/or hours will be in compliance with Federal Labor and Standards Act (FLSA) regulations.

***CCIC/CLEIN/RMIN/OTHERS:*** Investigators of the Front Range Task Force will comply with intelligence sharing protocols as mandated by CCIC, CLEIN, RMIN, CFR 28, the ISC and other entities, including all applicable federal statutes, regulations, and policies.

**EQUIPMENT:** Each participating agency is encouraged to supply their respective Task Force personnel with an unmarked vehicle and such equipment normally utilized by law enforcement officers. Such equipment may include, but is not limited to:

- ◆ Weapon(s)
- ◆ Handcuffs
- ◆ Raid vest
- ◆ Ballistic helmet
- ◆ Raid jacket

It shall be the responsibility of the Task Force to provide assigned personnel with all investigative equipment to include two-way police radios.

**VEHICLES:** The Front Range Task Force will supply leased vehicles to investigators who are not provided vehicles from their home agency. Each agency is responsible for maintaining their assigned vehicle(s) and ensuring the vehicle is in safe working order. The investigator's home agency shall accept financial responsibility for any damages to a vehicle assigned to its employee through act or omission.

**OVERTIME:** The Task Force will provide operational overtime for participating members up to twenty-five percent of a Federal GS Level 12, Step 1 (for Denver area) pay grade. The Front Range Task Force shall reimburse overtime monies not exceeding that amount to the participating agency. Any overtime exceeding that amount must be absorbed by the participating agency.

**TRAVEL:** All travel on behalf of Front Range Task Force shall be approved by the Task Force commander or supervisors and will be paid for by the Task Force. The Task Force will utilize the federal travel schedule and airline travel will be paid in advance when practical. Per diem, lodging and other miscellaneous expenses shall also be paid by Front Range Task Force, in accordance with federal per diem rates. Travel costs incurred by participating agencies or their members shall be reimbursed by Front Range Task Force.

***POLICY AND PROCEDURES:*** Each participating officer, deputy or agent shall adhere to his/her home agency policies and procedures. Front Range Task Force shall establish standard operating procedures (SOP) for its assigned members. The purpose of the SOPs is not to overrule the policies of participating agencies but rather to develop operational consistency among members. Any conflicts between Front Range Task Force SOPs and participating agency policy will be brought to the attention of the Task Force commander via a Front Range Task Force supervisor.

Violations of either Front Range Task Force SOPs or a member's departmental policy will be brought to the attention of the Task Force commander as well as the affected member's agency. Complaints or other potential adverse action against a member of the Task Force shall also be brought to the attention of the Task Force commander and the affected member's agency. Task force members will have the ability to review any SOP prior to executing the agreement in order to determine whether there are any potential conflicts in policy and/or procedure.

***LIABILITY:*** Each participating agency shall retain liability for the acts of their officer, deputy or agent. Since the Task Force is not a legal entity, any legal issues, whether criminal or civil in nature, should be resolved when possible by mutual cooperation and agreement of the participating agencies.

***TERMINATION OF PARTICIPATION:*** Participation in the Front Range Task Force by a member agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the Task Force commander and the Board of Directors, when possible, thirty (30) days prior to the termination of participation.

***ASSET FORFEITURE FORMULA***

**ASSET FORFEITURE:**

- A. It shall be agreed upon this Memorandum of Understanding, that the Front Range Task Force asset forfeiture committee and its' procedures shall be guided by current applicable

local (including Denver), State and Federal laws, and the current “Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies,” revised July 2018.

**B. BASIC FORMULA ON FORFEITURE CASES**

Funds will be distributed based on the predetermined percentages outlined in this Agreement and as outlined in Exhibit A. The percentages are predetermined as follows:

Processing Agency (DEA).....20% of total seized

**The remaining 80% of the net proceeds balance will be distributed as follows:**

Arapahoe County Sheriff’s Department (1 TFO) 6.68%

Aurora Police Department (1TFO).....6.68%

Colorado Bureau of Investigation (1TFO).....6.68%

Colorado National Guard (1TFO).....6.68%

Denver Police Department (6 TFOs).....53.24% (7% fiduciary fee included)

Douglas County Sheriff’s Department (1TFO)...6.68%

Mountain View Police Department (1TFO).....6.68%

18<sup>th</sup> Judicial District (1TFO).....6.68%

- a. This Memorandum of Understanding shall be incorporated into the Fiduciary Agreement and attached as Exhibit A thereto and the Fiduciary Agreement will outline the fiduciary requirements for the City & County of Denver as the fiduciary agent for receiving, maintaining, and expending funds in association with the activities of the Task Force.
- b. Each member Agency shall submit their own sharing request as long as they are Program participants and compliant with the program guidelines and reporting requirements of the Task Force. Agencies may not transfer shared funds to the Task Force or pay for unspecified or impermissible operational expenses. The Agency expending funds must report the expenditure and maintain ownership and control of

- any tangible items. Each agency agrees to adhere to their respective jurisdiction's asset and inventory control policies for all tangible items. Should the Task Force dissolve or the fiduciary withdraw, all equipment must be returned to the purchasing Agency. Furthermore, the Agency will not expend funds at the direction of/or for the sole use of federal agencies.
- c. Each Agency may file an individual DAG-71 or TD-F form. The decision-maker will generally honor the predetermined sharing percentages provided the Agency is a Program participant and the percentages accurately reflect the degree of participation by the Task Force members, including work hours by federal agencies. The decision maker may allocate percentages to the individual member Agencies based on the agencies' participation in the Task Force rather than any specific officer's participation in the law enforcement effort leading to the forfeiture. A member Agency paying Task Force operating expenses may be awarded a higher percentage as a qualitative factor, if multiple member Agencies submit requests, shared funds will be awarded individually to the member Agencies, funds awarded to each individual agency will be the individual Agency's funds and must be maintained by the individual Agency's jurisdictions.
  - d. The sharing percentages listed above represent an equitable share in accordance with the statute and are based on each member Agency's contribution to the Task Force. Member contribution includes staffing, tangible contributions such as equipment and facilities, and financial contributions for revolving expenses. In those instances where a member agency's TFO position has been vacant for more than 30 days and the member agency did not otherwise participate in the investigation, the sharing percentages above may be adjusted to reflect the absence of an assigned TFO.
  - e. The Task Force reserves the right to deviate from the above percentages on a case-by-case basis as needed upon concurrence of all member Agencies. Deviations from the agreed upon percentages generally would only occur in rare and unique situations.

- f. Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture. The remaining proceeds shall be distributed among the signatories as detailed in Section B.
- g. This portion of the Agreement will be updated each time a change in member Agencies or staffing contribution occurs and/or if a change in financial administrative responsibilities occurs. The fiduciary Agency or participating member Agencies must file the Equitable Sharing Agreement and Certification (ESAC) form. Approval from the Agency Head and Governing Body Head and submission of the ESAC obligates the fiduciary Agency or participating member agencies to the terms and conditions of participation in the Program.
- h. This Part B and its subparts a through d are not intended to be binding among the parties. However, once the Fiduciary Agreement is executed among all parties the terms therein including this MOU shall be contractually binding on all signatory parties.

### **TERMS AND CONDITIONS**

The Agencies agree that:

- a. The Denver Police Department shall be designated as the fiduciary Agency for the Front Range Task Force.
- b. The fiduciary Agency must be a Program participant and will meet all compliance and reporting requirements and maintain all federally shared funds in separate revenue fund/accounts/accounting codes by the fiduciary Agency's jurisdiction and will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.
- c. The Agencies agree and understand that should the Task Force disband, or a member Agency withdraw from the Task Force, all funds currently in the fiduciary Agency's possession remain with the fiduciary Agency and that no funds will be transferred to

any Agency at any time, including upon departure from the Task Force, except with written approval from the Money Laundering and Asset Recovery Section.

- d. Each Agency agrees to be compliant with the Program guidelines and reporting requirements. Each Agency's Agency Head and Governing Body Head must annually sign the Agency's Equitable Sharing Agreement and Certification (ESAC) report. By signing and submitting the ESAC report, each Agency and its jurisdiction agrees to abide by all policies set forth in the current Guide to Equitable Sharing for State and local Law Enforcement Agencies and all subsequent updates.
- e. Equitable sharing funds are awarded to each member Agency to be spent at the discretion of the recipient Agency. All federally shared funds received by each member Agency will be maintained in separate revenue fund/accounts/accounting codes by each member Agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the Agency jurisdiction.
- f. Forfeiture funds awarded to the fiduciary on behalf of the Task Force shall be spent by the request of the Task Force Commander and approved by the Confiscation Board. Forfeiture funds shall be expended in support of Task Force operations such as paying the normal operating expenses of the Task Force that are not covered by the annual budget, including but not limited to vehicle leases, training of personnel, equipment for task force members and investigative costs. The fiduciary will not expend funds at the direction of or for the sole use of federal agencies.
- g. These Terms and Conditions shall not be binding on the parties until the Fiduciary Agreement, with this MOU as its exhibit, is fully executed among the parties.

***TASK FORCE OPERATING PROCEDURES:*** The Board of Directors shall ratify the standard operating procedures of the Front Range Task Force.

***GENERAL PROVISIONS AND REVIEW:***

- ◆ Signatories to this MOU shall include, in any event, executive representatives of the participating law enforcement agencies.

- ◆ This MOU shall enter into force from the date that it has been signed by all participating agency representatives.
- ◆ The signatories agree to periodically review the results and consequences of their cooperation under this MOU and, when appropriate, consider the need for improvements in their cooperation and make suitable proposals for modifying and updating the arrangements and scope of this MOU.
- ◆ Amendments to this MOU shall be implemented by a majority vote of the board of directors.
- ◆ No amendment to this MOU shall enter into force until it has been signed by all members of the Board of Directors, and any such amendment shall enter into force on the date that it has been so signed.

**Signatories:**

Tyler Brown, Sheriff  
**Arapahoe County Sheriff's Office**  
13101 E. Broncos Pkwy.  
Centennial, CO 80112

Tom Gorman, Director  
**Rocky Mountain HIDTA**  
10200 E. Girard Ave.  
Denver, CO 80231

Nick Metz, Chief  
**Aurora Police Department**  
15001 East Alameda  
Aurora, CO 80012

George Brauchler, District Attorney  
**18<sup>th</sup> Judicial District**  
6450 S. Revere Pkwy.  
Centennial, CO 80112

John Camper, Director  
**Colorado Bureau of Investigation**  
690 Kipling Street, Suite 3000  
Denver, CO 80215

Lt. Colonel Todd Stansbury  
**Colorado National Guard**  
Buckley AFB Bldg. 1500, Stop 34  
Aurora, CO 80111

Paul Pazen, Chief  
**Denver Police Department**  
1331 Cherokee Street  
Denver, CO 80204

Tony Spurlock, Sheriff  
**Douglas County Sheriff's Office**  
4000 Justice Way  
Castle Rock, CO 80104

Timothy McDermott, SSAC  
**Drug Enforcement Administration**  
12154 E. Easter Ave.  
Centennial, CO 80112

Steve Cagen, SAC  
**Department of Homeland Security Investigations**  
5455 DTC Pkwy.  
Centennial, CO 80112

Steve Davis, Chief  
**Mountain View Police Department**  
4176 Benton Street  
Mountain View, CO 80212

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Tyler Brown, Sheriff

**Arapahoe County on behalf of the Arapahoe County Sheriff's Office**

13101 E. Broncos Parkway

Centennial, CO 80112

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Nick Metz, Chief  
**Aurora Police Department**  
15001 East Alameda  
Aurora, CO 80012

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John Camper, Director  
**Colorado Bureau of Investigation**  
690 Kipling Street, Suite 3000  
Denver, CO 80215

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Lieutenant Colonel Todd Stansbury  
Counterdrug Coordinator  
**Colorado National Guard-Buckley AFB**  
Building 1500, Stop 34  
Aurora, CO 80111

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Paul Pazen, Chief  
**Denver Police Department**  
1331 Cherokee Street  
Denver, CO 80204

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Tony Spurlock, Sheriff  
**Douglas County Sheriff's Office**  
4000 Justice Way  
Castle Rock, CO 80104

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Timothy McDermott, SAC  
**Drug Enforcement Administration**  
12154 E. Easter Avenue  
Centennial, CO 80112

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Steven Cagen, Special Agent in Charge  
**HSI-Denver**  
5445 DTC Pkwy.  
Englewood, CO 80111

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Steve Davis, Chief  
**Mountain View Police Department**  
4176 Benton Street  
Mountain View, CO 80212

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Tom Gorman, Director  
**Rocky Mountain HIDTA**  
10200 E. Girard Ave. Bldg. C Ste. 444  
Denver, CO 80231

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George Brauchler, District Attorney  
**18<sup>th</sup> Judicial District Attorney's Office**  
6450 S. Revere Pkwy.  
Centennial, CO 80111



## Drop-in Board Summary Report

**Date:** August 13, 2019

**To:** Board of County Commissioners

**Through:** Tyler S. Brown, Sheriff

**From:** Olga Fajaros, Sheriff's Office Finance Manager

**Subject:** MOU with the Bureau of Alcohol, Tobacco, and Firearms, and Explosives for Task Force Officer

### Request and Recommendation

The Sheriff's Office requests the Board of County Commissioners authorize the Sheriff to sign a memorandum of understanding (MOU) with Bureau of Alcohol, Tobacco, and Firearms, and Explosives (ATF) to credential a Sheriff's Deputy (Investigator) as an ATF Task Force Officer.

### Background

For a number of years, the Arapahoe County Sheriff's Office has partnered with agencies to form task forces to combat gang-related crime on a metro-wide level. In 2018, the Metro Gang Task Force dissolved its partnership with the FBI and has since partnered with the ATF to reestablish the task force with a new emphasis on violent crime related to guns in addition to gang-related crime. The new task force is known as the Regional Anti-Violence Enforcement Network (RAVEN). The first step in this process is to establish task force officers credentialed through the ATF.

### Links to Align Arapahoe

Safe communities – RAVEN's mission will and is making a difference in fighting violent and gang-related crime in our community.

### Discussion

The ATF has provided an MOU that has been reviewed by the Sheriff's Office and the County Attorney's office. This MOU is simply to credential the investigator as a task force officer and is similar to other credentialing processes investigators complete with other task forces.

### Alternatives

There are two alternatives. The BOCC could authorize the Chair to sign the MOU rather than the Sheriff. Additionally, the County or Sheriff's Office could not sign the MOU. Not going forward with the MOU will significantly reduce the resources the Sheriff's Office can call upon when

major cases occur and the Sheriff's Office will not be able to as effectively help partnering agencies.

**Fiscal Impact**

There is no financial impact to signing the MOU.

**Concurrence**

The Sheriff's Office Public Safety Bureau is concurrence with this decision.

**Reviewed By:**

Olga Fajaros, Sheriff's Office Finance Manager

Glenn Thompson, Bureau Chief

Tyler S. Brown, Sheriff

County Attorney

# PSN MOU



# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

## **THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND THE ARAPAHOE COUNTY SHERIFF'S OFFICE.**

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and Arapahoe County on behalf of the Arapahoe County Sheriff's Office ("ACSO").

## **BACKGROUND**

The regional Crime Gun Intelligence Center (CGIC) fills a strong need in Colorado for a proactive, intelligence-based targeting of criminal offenders in the District of Colorado. The CGIC will produce timely, precise, and objective intelligence data (via NIBIN and crime gun tracing) to focus the efforts of federal and state law enforcement, forensic, and prosecutorial resources on the most violent offenders in the Denver Metropolitan area. Denver, Aurora and Lakewood are currently targeted as the sites of a Project Safe Neighborhood ("PSN") intervention because their combined violent crime totals are the largest in the state and their shared border lends itself to collaborative investigations. The CGIC concept was selected as the key intervention because of its ability to target Colorado's most violent offenders in a collaborative manner. On January 2, 2019 CGIC merged with the Metro Gang Task Force and formed the Regional Anti Violent Enforcement Network (RAVEN).

## **AUTHORITIES**

Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction 28 U.S.C. sec 599A; 27 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ 921 et. seq. and the National Firearms Act, 26 U.S.C. §§ 5861 et. seq.

## **PURPOSE**

The RAVEN will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the CGIC's activities will result in effective prosecution before the courts of the United States and the State of Colorado.

## **MEASUREMENT OF SUCCESS**

The success of the RAVEN will be measured by the participating agencies willingness to share certain information, such as crime statistics and NIBIN results. Success of the RAVEN will involve increased multiple NIBIN matches, a higher clearance rates for violent crimes, increased crime gun interdiction, reducing violent crime rates involving firearms, increased effective deployment of law enforcement resources, and increased prosecution of violent gun crime.

## **PHYSICAL LOCATION**

Officers/troopers/agents/investigators assigned to the RAVEN by their employer will be located at the covert RAVEN office in Aurora, Colorado.

## **SUPERVISION AND CONTROL**

The day-to-day supervision and administrative control of officers/investigators/agents/other employees (“participants”) assigned to the RAVEN will be the mutual responsibility of the participants, the ATF Special Agent in Charge or his/her designee and the Aurora Police Department Chief of Police having operational control over all operations related to the RAVEN.

Each participant shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement. With regard to matters related to the RAVEN, participants will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a participant’s dismissal from the RAVEN.

## **PERSONNEL, RESOURCES AND SUPERVISION**

To accomplish the objectives of the RAVEN, ACSO shall designate an investigator to serve as a task force officer/special deputy assigned to RAVEN investigations as they arise. In the event ATF supplies equipment (which may include vehicles, weapons or radios), participants must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

## **REPORTS AND INFORMATION SHARING**

Information will be freely shared among the participants with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the RAVEN, to include informal communications between participants, may be disseminated to any third party, non-RAVEN member by any RAVEN member without the express permission of the RAVEN Supervisor in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by RAVEN members during RAVEN investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

## **INVESTIGATIVE METHODS**

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All RAVEN operations will be conducted and reviewed in accordance with applicable Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the RAVEN's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

## **DECONFLICTION**

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the RAVEN, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

## **EVIDENCE**

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a participant intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a participant must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

## **JURISDICTION/PROSECUTIONS**

Cases will be reviewed by the United States Attorney's Office, ACSO and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

## **MEDIA**

Media relations will be handled by the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

## **DISPUTE RESOLUTION**

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the RAVEN's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

## **LIABILITY**

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

## **DURATION**

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the RAVEN without providing ninety (90) days written notice to other participating agencies.

The MOU shall be deemed terminated at the time all participating agencies withdraw upon 90 days written notice to all the remaining participating agencies.

## **MODIFICATIONS**

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**BUREAU OF ALCOHOL, TOBACCO,  
FIREARMS & EXPLOSIVES**

**By:\_\_\_\_\_**

**David S. Booth  
Special Agent in Charge  
Denver, Colorado**

**ARAPAHOE COUNTY ON BEHALF OF  
THE ARAPAHOE COUNTY SHERIFF'S  
OFFICE**

**By:\_\_\_\_\_**

**Tyler S. Brown  
Arapahoe County Sheriff  
Centennial, Colorado**

