

HOUSTON COUNTERTERRORISM TASK FORCE

MEMORANDUM OF UNDERSTANDING

PREAMBLE

This memorandum of Understanding (MOU) is entered into by the Federal Bureau of Investigation (FBI) and the Houston Police Department (HPD). This MOU outlines a cooperative effort to combat terrorism.

Article I:

PURPOSE OF MOU

The purpose of this memorandum of understanding is to set out a common understanding of the policies and procedures that the Houston Police Department, United States Customs Service, National Insurance Crime Bureau and the Federal Bureau of Investigation offices will follow in providing police service to the citizens of Houston, Harris County and/or the State of Texas. This memorandum of understanding is not intended to be legally binding on any of the parties who sign this memorandum of understanding.

This MOU establishes and delineates the mission and structure of the Houston Counterterrorism Task Force (HCTF) in addressing the complex problem of terrorism affecting the greater Houston, Texas, area.

Article II:

MISSION OF HCTF

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

Article III:

ORGANIZATION 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) of the FBI and the Chief of Police of the HPD, or their designees, shall identify, agree upon and articulate specific organizations and investigative objectives of matters assigned to the HCTF.

C. DIRECTION OF HCTF AND RESOURCE CONTROL

Responsibility for the overall policy and direction of the HCTF shall rest with the ASAC of the FBI who will closely coordinate with the Chief of Police, or the designees, on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

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

D. SUPERVISION OF HCTF

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

E. PHYSICAL LOCATION AND SUPPORT

The FBI will provide office space for all HCTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation and technical support for HCTF.

F. VEHICLES

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

The HPD agrees to be responsible for any damage incurred to HCTF vehicles as a result of any act of omission on the part of the HPD or its employees, and in general assumes financial responsibility for property damage to said vehicles, consistent with HPD policy and practice, City of Houston ordinances, State of Texas law, and existing or future contractual obligations relative to the repair of vehicles owned by the City of Houston or operated by its employees. The responsibility for all other liability

attributed to the HPD resulting from the use of HCTF vehicles rest with HPD.

G. COMMITMENT OF PERSONNEL

The FBI will assign an SSA (1) and a minimum of six (6) Special Agents. HPD will assign one (1) Sergeant and three (3) police officers.

All members of HCTF will be assigned full-time to the HCTF. Continued assignment of members will be made at the discretion of their respective agencies consistent with FBI/HPD guidelines.

Article IV:

RECORDS AND REPORTS

All HCTF investigative records will be maintained at the Houston Office of the FBI. Investigative reports will be prepared on FBI forms. HPD supervisors shall review scope of HCTF operations. Considerations for placement of all or part of said information into HPD 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 HPD files.

Article V:

SECURITY CLEARANCE/DEPUTIZATION

Due to U. S. Department of Justice (DOJ) regulations regarding classified information, prospective members of HCTF 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 non-FBI personnel will be sworn in as Special Deputy United States Marshals. Security clearances will be granted up the HPD chain of command to include the Chief of Police. Investigative restrictions imposed by HPD shall not be voided by deputization of their respective personnel.

Article VI:

INVESTIGATIVE EXCLUSIVITY

It is agreed that matters designated to be handled by HCTF will not knowingly be subject to non-HCTF law enforcement efforts. Recognizing the amount of specialized entities within each member agency, it is incumbent on each agency to make proper internal notification regarding HCTF existence, including its areas of concern. All information developed by the individual member, in

the course of investigations prior to HCTF, will be referred to HCTF for review and coordination, with approval of the command staff of each member agency. The non-specialized entities of each member agency handle a myriad of different law violations; therefore, HCTF members should make an effort to keep abreast of law enforcement developments within their respective agencies, to insure that information involving HCTF matters is referred to the HCTF.

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

Article VII:

SALARY/COMPENSATION

Salaries of HCTF members will be paid by their respective agencies. Overtime incurred in the performance of HCTF responsibilities, when allowable under Federal law and to the extent that Federal funding is available for such purposes, will be reimbursed by the FBI. Overtime, when not reimbursed by the FBI, shall be compensated in accordance with applicable HPD overtime provisions and shall be subject to the prior approval of appropriate personnel of each respective agency.

The FBI shall report all payments made to non-FBI HCTF members including but not limited to overtime, to the HPD supervisor.

Article VIII:

PROSECUTION

HCTF investigations will conform to the requirements of Federal prosecution rules and regulations and will generally be prosecuted in the Federal courts. It is recognized, however, that specific circumstances may on a case-by-case basis indicate that prosecution should be in a state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement and the public and effecting the greatest impact on terrorism.

Article IX:

INFORMANTS

The HCTF will abide by the Attorney General Guidelines on the FBI use of informants and cooperating witnesses. To the extent that HPD standards and procedures impose any greater restrictions upon the use for their informants and cooperating witnesses, such

personnel shall be bound by those restrictions. The FBI agrees to pay any reasonable and necessary informant expenses incurred by HCTF. HPD agrees that prior to incurring such expenses, it will consult with the FBI's designated representative to ensure anticipated expenses will be in furtherance of HCTF's goals and objectives.

Article X:

MEDIA

All media releases on HCTF matters will be mutually agreed upon and coordinated jointly within the existing respective agencies guidelines.

Article XI:

DURATION OF THE TASK FORCE

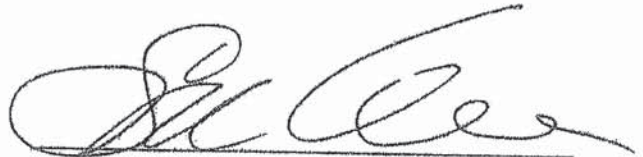
The task force will continue for an indefinite period but may be terminated at any time upon the written notice of either party to this Memorandum of Understanding.

SIGNATORIES:

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