

## EXHIBIT A

# MEMORANDUM OF UNDERSTANDING (MOU) INTERGOVERNMENTAL AGREEMENT

This Memorandum of Understanding (MOU)/Intergovernmental Agreement is being executed by the below listed agencies:

Federal Bureau of Investigation - Portland (FBI)

Portland Police Bureau (PPB)

Nothing in this agreement should be construed as limiting or impeding the basic spirit of cooperation which currently exists between the participating agencies as listed above.

### I. PURPOSE

This agreement establishes and delineates the mission of the Portland Joint Terrorism Task Force, hereinafter referred to as the PJTTF, as a joint cooperative effort. Additionally, the agreement formalizes a relationship between the Portland FBI Terrorism Squads and the Portland Police Bureau in order to better address criminal extremist activity which would fall under the investigative responsibility of either agency.

### II. MISSION

The mission of the PJTTF is to prevent, investigate and prosecute those responsible for criminal acts of terrorism.

### III. ORGANIZATIONAL STRUCTURE

#### A. Composition

The PJTTF will consist of a combined enforcement body of agencies participating in the agreement. The Portland Police Bureau will provide full-time assigned personnel, as set forth below:

Portland Police Bureau

one (1) full-time Lieutenant  
one (1) full-time Sergeant  
five (5) full-time Officers  
one (1) full-time PASS

B. Direction

All participants acknowledge that the PJTTF is a joint operation in which all agencies act as partners within the operation of the Task Force. Day to day supervision of the Task Force will reside with the Portland Terrorism Squad Supervisors. The participation of Portland officers in Task Force investigations will be subject to review by the PPB Lieutenant to insure compliance with applicable Oregon statutes and laws. A Management Board made up of the appropriate supervisory personnel at each listed agency will meet quarterly in order to provide policy oversight, case review, and future direction relative to shifting terrorism crime problems.

C. Supervision

The day to day operation and program coordination of the PJTTF will be the responsibility of the Terrorism Supervisory Special Agents (SSA's) of the Portland FBI. The daily management of the PJTTF will be closely monitored with the appropriate supervisory personnel of the listed agencies. Responsibility for the conduct of PJTTF members, both personally and professionally, shall remain with their respective supervisors. Failure to abide by local, state, or federal law by a Portland Police Bureau officer can result in the suppression of evidence in criminal trials, in civil liability against the City of Portland or individual officers, and in the criminal prosecution of officers.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the PJTTF will be based upon performance and will be at the discretion of the respective agency supervisors. Each participating agency, upon request, will be provided with an update as to the program, direction, focus, and case specific accomplishments of the PJTTF.

B. Deputization

All Portland Police personnel assigned to the PJTTF, in a full-time capacity, will be subject to a limited background inquiry and will be sworn as deputized Special Federal Officers, with the FBI securing the required deputization authorization. These deputizations will remain in effect throughout the tenure of each investigator's assignment to the PJTTF or until termination of the task force.

C. Investigations

All PJTTF investigations will be initiated in accordance with United States Attorney General Guidelines on General Crimes, Racketeering Enterprise, and Terrorism Enterprise Investigations (AG guidelines). The investigative methods employed will be consistent with the policies and procedures of the FBI and the AG guidelines. However, in situations where the statutory or common

law of Oregon is more restrictive of law enforcement than comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such Oregon statutes or common law.

D. Prosecution

The criteria for determining whether to prosecute a particular criminal violation in Oregon or United States District Court will focus upon achieving the greatest overall benefit to the community. Any question which arises pertaining to prosecutive jurisdiction will be resolved through discussion with the participating PJTTF agencies and the Multnomah County District Attorney's Office as well as the appropriate state prosecutors and/or United States Attorney's Office.

V. ADMINISTRATIVE

A. Case Assignments

The FBI SSA's assigned to the PJTTF will oversee the prioritization and assignment of cases and related investigative activity in accordance with the stated objectives and direction of the PJTTF. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing case loads.

B. All investigative reporting will be prepared in compliance with existing FBI policy. All pertinent documents will be filed with the Portland FBI. The investigative files of the PJTTF will be housed in the Portland FBI office.

All evidence and original tape recordings (audio and video) acquired during the course of PJTTF investigations will be maintained at the Portland FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by the PJTTF personnel.

C. Investigative Exclusivity

Matters designated to be handled by the PJTTF will not knowingly be subject to non-Task Force law enforcement efforts. Each participating agency will make internal notification regarding PJTTF existence, including its primary areas of investigative activity.

There should be no unilateral action taken on the part of any participating agency relating to PJTTF investigations. All law enforcement action will be coordinated and conducted as a cooperative matter. PJTTF investigative leads outside Oregon will be communicated to other FBI offices for appropriate investigation and report submission back to the PJTTF.

D. Informants and Cooperating Witnesses

The United States Attorney General Guidelines and the FBI's guidelines regarding

the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by members of the PJTTF. The FBI agrees, subject to funding availability, to pay informants/cooperating witnesses expenses in accordance with FBI policies and procedures and which are determined by the FBI to be reasonable and necessary. An appropriate FBI informant/cooperating witness file will be opened wherein all information furnished by the informant/cooperating witness will be maintained. In addition, any recommendations for payments to this informant/cooperating witness will also be documented therein. Each handling officer/agent in the PJTTF will determine what is an appropriate payment for the informant in coordination with the Portland FBI Terrorism Supervisors.

E. Staff Briefings

Periodic briefings on PJTTF investigations will be provided to the heads of participating agencies or their designees.

VI. MEDIA

All media releases pertaining to PJTTF investigations and/or arrests will be coordinated and made jointly by all participants of this MOU. No unilateral press releases will be made by any participating agency without the prior approval of all participants. No information pertaining to the PJTTF itself will be released to the media without mutual approval of all participants.

VII. EQUIPMENT

A. Vehicles

The Portland FBI has requested eight (8) lease vehicles.

B. The Portland FBI has requested radios, pagers, and cellular telephones for each full-time or part-time participant.

C. Computers, including laptops, will be made available where funding is available.

All equipment is subject to funding availability. The PJTTF has been approved by FBIHQ for operation for the period through September 30, 2003.

VIII. FUNDING

The Portland Police Bureau agrees to provide full-time services of its respective personnel for the duration of this operation. Participating agencies agree to assume all personnel costs for their task force representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency. Subject to funding availability and legislative authorization, the FBI will reimburse to the Portland Police Bureau the cost of overtime worked by PJTTF members assigned full-time to the Task Force, providing overtime expenses were incurred as a result of PJTTF related duties. Separate Contract Reimbursable Agreements (CRA's) will be executed by the FBI and each participating agency consistent with regulations and policy.

IX. DURATION

This MOU/Intergovernmental Agreement shall remain in effect until terminated on September 30, 2003. Continuation of this MOU/Intergovernmental Agreement shall be subject to the availability of necessary funding in federal fiscal year 2003. This agreement may be modified at any time by written consent of all involved agencies. This agreement may be terminated at any time by any of the participating agencies, including the Portland FBI. The participating agencies may withdraw from this agreement at any time by providing a thirty day written notice of its intent to withdraw to all other participating agencies. Upon the termination of the PJTTF and the MOU/Intergovernmental Agreement, all equipment will be returned to the supplying agencies.

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CHARLES MATHEWS III  
Special Agent in Charge  
Federal Bureau of Investigation

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DATE

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MARK A. KROEKER  
Chief  
Portland Police Bureau

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DATE

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VERA KATZ  
Mayor  
City of Portland

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DATE