

RESOLUTION

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES.

WHEREAS, the attached Memorandum of Understanding (MOU) creates the Regional Anti-Violence Enforcement Network (RAVEN) and contains terms and conditions by which the participating law enforcement agencies, in cooperation with and participation by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), participate in investigation and prosecution of firearms related violent crimes; and

WHEREAS, RAVEN is formed as a multi-jurisdictional task force coordinating investigative efforts between participating agencies and hereby enhancing law enforcement's ability to bring enforcement actions where firearm related violent crimes occur; and

WHEREAS, the Aurora Police Department serves as the administrative agency providing direction and oversight for RAVEN with the Aurora Police Chief designating a command level officer as the Project Director; and

WHEREAS, participation in RAVEN will allow the Thornton Police Department to more effectively investigate firearm related violent crimes through the combined efforts of the participating agencies; and

WHEREAS, if the City desires to participate in RAVEN, approval of the MOU, as attached, is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

The MOU allowing the City of Thornton's Police Department to participate in RAVEN is hereby approved and the City Manager or designee is hereby authorized to execute, and the City Clerk to attest, the MOU.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on August 24, 2021.

PSN MOU



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND THE THORNTON POLICE DEPARTMENT

This Memorandum of Understanding (“MOU”) is entered into this 24th day of August, 2021, by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and the City of Thornton.

BACKGROUND

The Regional Anti Violence Enforcement Network (“RAVEN”) fills a strong need in Colorado for a proactive, intelligence-based targeting of criminal offenders in the District of Colorado. RAVEN will produce timely, precise, and objective intelligence data (via the National Integrated Ballistic Information Network (“NIBIN”) and crime gun tracing) to focus the efforts of federal, state and local law enforcement, forensic, and prosecutorial resources on the most violent offenders in the Denver Metropolitan area. Denver, Aurora and Lakewood are currently designated as the sites of a Project Safe Neighborhood (“PSN”) intervention because their combined violent crime totals are the highest in the state and their shared border lends itself to collaborative investigations. The RAVEN concept was selected as the key intervention because of its ability to identify Colorado’s most violent offenders in a collaborative manner.

AUTHORITIES

Offenses investigated and enforced pursuant to this MOU are those falling within ATF’s jurisdiction 28 U.S.C. § 599A; 27 CFR § 0.130, specifically, the Gun Control Act of 1968, 18 U.S.C. § 921 *et seq.*, and the National Firearms Act (“NFA”), 26 U.S.C. § 5861 *et seq.* Investigations may also include the state law violations set forth at C.R.S. § 18-12-101 *et seq.* and C.R.S. §§ 18-12-301 through 18-12-508.

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 so that RAVEN’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 RAVEN will be measured by the participating agencies willingness to share certain information, such as crime statistics and NIBIN results. Success of 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 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 RAVEN.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of RAVEN, the Thornton Police Department shall designate an investigator to serve as a point of contact (“POC”) or task force officer 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.

SALARY/OVERTIME COMPENSATION

The ATF and Thornton Police Department remain responsible for all personnel costs for their RAVEN representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

Subject to funding availability and legislative authorization, the ATF will reimburse to Thornton Police Department the cost of overtime worked by non-federal RAVEN personnel assigned full-time to RAVEN, provided overtime expenses were incurred as a result of RAVEN-related duties. A separate Unified Financial Management Systems document must be executed between the ATF and Thornton Police Department for full-time employee(s) assigned to RAVEN consistent with regulations and policy, prior to any reimbursement by the ATF. Otherwise, overtime shall be compensated in accordance with applicable Thornton Police Department overtime provisions and shall be subject to the prior approval of appropriate personnel.

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 DOJ 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 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 ("USAO"), and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the USAO 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 public safety. 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 USAO'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 that 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 26 U.S.C. § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving 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 ("FTCA").

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 FTCA, 28 U.S.C. §§ 1346(b) and 2672 through 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 DOJ 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.

IN WITNESS WHEREOF, the ATF and the City of Thornton have executed this MOU to be effective as of the day and year first above written.

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

David S Booth

David S. Booth, Special Agent in Charge,
Denver, CO

CITY OF THORNTON, COLORADO

Kevin S Woods

Kevin S. Woods, City Manager

ATTEST:

Nancy A. Vincent, Deputy
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

William A Tuthill III
William A. Tuthill III, Interim City Attorney



**City of
Thornton**

MEMORANDUM

POLICE DEPARTMENT

TO: Terrence Gordon
Chief of Police

DATE: November 9, 2021

FROM: Chad Parker 
Division Commander

SUBJECT: RAVEN Updated Memorandum of Understanding

I have reviewed the updated Memorandum of Understanding (MOU) provided by the Regional Anti-Violence Network (RAVEN) on October 11, 2021. Below is a summary of the changes made when comparing to the original MOU approved by City Council on August 24, 2021. These changes include items that are a part of current RAVEN procedures but were not outlined in the original MOU. From my review I do not believe any of these changes are substantial but provide an enhanced explanation of responsibilities.

- Explanation of RAVEN's organizational structure to include a list of all the participating agencies and the role of the Executive Board.
- Clarifies the Task Force Commander will be responsible for directing and monitoring all case assignments.
- The handling of confidential human sources will be done in conjunction with RAVEN's policies and procedures.
- Task Force Officers will only use less-lethal devices issued and trained by their home agency.
- Task Force Officers will follow their home agencies policies concerning firearms discharge and the use of deadly force.
- In addition to deputation under the ATF, Task Force Officers will also receive cross-designation under Homeland Security with duties that will be outlined in another future MOU.
- Vehicles will be provided by RAVEN for Task Force Officer use.
- Any property provided by a participating agency will be maintained in accordance with the participating agencies policy and procedures as well as the financial responsibility of the participating agency.
- Asset forfeitures will be conducted in accordance with federal forfeiture laws and in accordance with the direction of the RAVEN Executive Board.

**MEMORANDUM OF UNDERSTANDING
REGIONAL ANTI-VIOLENCE NETWORK (RAVEN)
2021**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Homeland Security Investigations (HSI), Special Agent in Charge (SAC), Denver, Colorado office and undersigned Denver metropolitan area law enforcement agencies participating in the Regional Anti-Violence Network task force (RAVEN). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

NO ASSIGNMENT

2. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

AUTHORITIES

3. 28 U.S.C. sec 599A; 28 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ *et seq.*, and the National Firearms Act, 26 U.S.C. §§ 5861 *et seq.*
4. Homeland Security Act of 2002, as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002, codified in Title 6, U.S. Code.

PURPOSE

5. The purpose of this MOU is to delineate the responsibilities of RAVEN personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

6. The mission of RAVEN is to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking. RAVEN will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate *dangerous criminal offenders*. It is not the mission of RAVEN to enforce federal statutes related to immigration or to conduct civil immigration enforcement of any kind.

ORGANIZATIONAL STRUCTURE

7. RAVEN will consist of a combined enforcement body of agencies participating in this MOU ("Participating Agencies"). The Participating Agencies, identified below, will provide full-time assigned personnel.

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
County of Adams, Sheriff's Office

County of Arapahoe, Sheriff's Office
City of Aurora, Aurora Police Department
City and County of Denver, Denver Police Department
Denver District Attorney's Office
County of Douglas Sheriff's Office
Department of Corrections – Parole
Homeland Security Investigations (HSI)
County of Jefferson, Sheriff's Office
City of Lakewood, Lakewood Police Department
City of Thornton, Thornton Police Department

Ex-officio Representatives:

- Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
- US Attorney's Office

DIRECTION. EXECUTIVE BOARD ROLE

8. The Participating Agencies acknowledge that RAVEN is a joint operation in which all Participating Agencies act as full partners in the operation of the RAVEN task force. An "Executive Board," made up of the Aurora Police Chief, the ATF Special Agent in Charge of the Denver Field Division, the HSI Special Agent in Charge of the Denver office, and each Participating Agency's department/agency heads will be responsible for the strategy and direction of RAVEN. The Executive Board will meet on a regular basis to provide policy oversight and ensure that RAVEN meets the goals and objectives of all Participating Agencies. Unresolved issues and conflicts involving RAVEN should be brought to the Executive Board for consultation to assist in the decision-making process. Each Participating Agency head is authorized to delegate Membership on the Executive Board to a management level subordinate.

SUPERVISION

9. Ultimate oversight, supervision, and administrative control of RAVEN will be the responsibility of the Executive Board of RAVEN.
10. The day-to-day operation, coordination, and execution of RAVEN will be the responsibility of a Task Force Commander (TFC). The TFC will be selected from the Aurora Police Department and ratified by the Executive Board. The TFC shall hold the rank of lieutenant or above and have administrative and operational authority of RAVEN.
11. Pursuant to 19 U.S.C. § 507(a)(2), HSI Special Agents (SA) may demand the assistance of *any person in the conduct of their duties*. Pursuant to 19 U.S.C. §§ 1401(i) and 1589a, the HSI SAC may authorize sworn law enforcement officers to assist HSI SAs with enforcing violations of the federal code such as Title 18.
12. ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the Participating Agency's Task Force Officers (TFO) be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.
13. Conduct undertaken outside the scope of an individual's RAVEN duties and assignments under this MOU shall not fall within the oversight responsibility of any Participating Agency that is not the individual's Participating Agency.

14. RAVEN personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective Participating Agency as well as RAVEN's policies and procedures. Responsibility for the conduct of RAVEN members, both personally and professionally, shall remain with the respective Participating Agency heads. Should there be a conflict in Participating Agency and RAVEN policies, the more restrictive policy shall control.
15. Acknowledging that RAVEN personnel will need to commit some time for non-RAVEN matters, personnel assigned to RAVEN by the Participating Agencies will be committed full time to the RAVEN assignment. As a general rule, continued assignment of personnel to RAVEN will be based on performance and at the discretion of the appropriate Participating Agency. Should a dispute arise between a Participating Agency and the TFC regarding the continued assignment of a RAVEN TFO, the matter will be brought to the Executive Board for a final determination.

CASE ASSIGNMENTS

16. The TFC will be responsible for opening, monitoring, directing, and closing all RAVEN investigations.
17. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the TFC.
18. All RAVEN personnel will have equal responsibility for each case assigned. All RAVEN personnel assigned to each case will be responsible for completing investigations from predication to resolution.

OPERATIONS

19. It is agreed that matters designated to be handled by RAVEN will not knowingly be subject to non-RAVEN law enforcement efforts by any of the Participating Agencies. It is incumbent on each Participating Agency to make proper internal notification regarding RAVEN's existence and areas of concern.
20. RAVEN investigative leads outside of the geographic areas of responsibility for ATF SAC-Denver or HSI SAC-Denver will be communicated to other ATF and HSI offices or other task forces for appropriate investigation.

CONFIDENTIAL HUMAN SOURCES

21. In handling Confidential Human Sources (CHS), all TFOs will, at a minimum, follow the policies and procedures of RAVEN.
22. Any payment issued by HSI to or for the benefit of a CHS must be documented pursuant to HSI guidelines and policies, which will be provided to all TFOs immediately upon their assignment to RAVEN and Participating Agencies upon request.

REPORTS AND RECORDS

23. Personnel assigned to RAVEN may utilize report forms and reporting formats required by their Participating Agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by RAVEN personnel will be made available for inclusion in the respective Participating Agency's files as appropriate.

INFORMATION SHARING

24. The Parties agree that information and data shared under this MOU are to be treated and used with an express understanding of confidentiality. Such information, as well as inquiries and requests for information, received by a Participating Agency under this MOU, is to be accorded protection from disclosure to third parties to the greatest extent permissible under the Colorado Rules of Criminal Procedure, the Federal Rules of Criminal Procedure, the Freedom of Information Act, 5 U.S.C. § 552, the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301 *et seq.* ("CCJRA"), and other applicable federal and/or state statutes and regulations; and subject to disclosure restrictions contained in the Privacy Act, 5 U.S.C. § 552a and the CCJRA.
25. A Participating Agency that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
26. Each Participating Agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
27. Participating Agencies will immediately report to the other Participating Agencies each instance in which investigative information received from the other Participating Agencies is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
28. The Participating Agency agrees that each may audit the handling and maintenance of investigative information in electronic and paper recordkeeping systems to ensure appropriate security and privacy protections are in place. Requests for audits shall go through the Executive Board, which will oversee any such audit, including the procedures for such audit, acknowledging that any audit will be strictly limited to the examination of security and privacy for confidential information. The Executive Board may designate a person or persons to coordinate the audit on behalf of the Executive Board and work directly with the Participating Agencies involved.
29. 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.

PROSECUTIONS

30. RAVEN investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
31. A determination will be made on a case-by-case basis whether the prosecution of RAVEN cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of RAVEN, in consultation with appropriate prosecuting authorities.

INVESTIGATIVE METHODS

32. For RAVEN investigations that contemplate federal prosecution at any point during the investigation, the Participating Agencies agree to conform to ATF policies and procedures concerning investigative methods, evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Colorado state court system, the investigative methods employed by ATF SAs and TFOs shall conform to the requirements of Colorado state law, if they do not conflict with federal law.

USE OF LESS-LETHAL DEVICES

33. The Participating Agency of each individual assigned to RAVEN will ensure that while the individual is participating in RAVEN operations as a RAVEN officer, the individual will carry only less-lethal devices that the Participating Agency issued to the individual, and that the individual has been trained in accordance with their Participating Agency's policies and procedures.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

34. RAVEN personnel will follow their own Participating Agency's policies concerning firearms discharge and use of deadly force.

TITLE 19 TFO CUSTOMS OFFICER CROSS-DESIGNATION

35. The Participating Agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when the MOU is terminated or when the deputized TFOs leave the task force, or at the discretion of ATF.
36. Sworn investigators assigned full-time to RAVEN will be cross-designated by HSI as Title 19 TFOs with certain authorities of a federal Customs Officer. The cross-designation requires the HSI SAC to execute a separate MOU (Form 73-002) with the employing Participating Agency. This MOU will outline the HSI duties and Customs authorities that the cross-designated Title 19 TFO will be authorized to perform upon successful completion of an HSI TFO Course; however, the duties may be restricted on each Title 19 TFO's Designation Form (Form 73-001).

VEHICLES

37. Vehicles will be provided to TFOs by RAVEN on an as-needed basis subject to availability. Each TFO and their Participating Agency is responsible for general upkeep of their assigned vehicle(s), including fuel, and ensuring the vehicle is in safe working order. Maintenance on the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-physical damage insurance coverage for the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-liability insurance coverage for the TFO will be the responsibility of the TFO's employing Participating Agency. Nothing in this MOU precludes a Participating Agency from providing a vehicle to its assigned TFO.
38. Any damage occurring to an assigned vehicle supplied by RAVEN as a result of a TFO's negligence shall be the responsibility of the assigned TFO's home agency.

SALARY/OVERTIME COMPENSATION

39. The Participating Agencies remain responsible for all personnel costs for their RAVEN representatives, including salaries, overtime payments and fringe benefits consistent with their respective Participating Agency, except as described below.
40. *Subject to funding availability and authorization, HSI may reimburse Participating Agencies for the cost of overtime worked by sworn law enforcement personnel assigned full-time to RAVEN in accordance with the individual Memorandum of Understanding Between Immigration and Customs Enforcement and Local, County, or State Law Enforcement Agency for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (SLOT MOU) entered into with each Participating Agency, provided overtime expenses were incurred as a result of RAVEN-related duties. Additionally, overtime costs may be reimbursed by RMHIDTA or from the federal seizure funds. Otherwise, overtime shall be compensated in accordance with applicable overtime provisions for the Participating Agencies and shall be subject to the prior approval of appropriate personnel.*

PROPERTY AND EQUIPMENT

41. *Property utilized by RAVEN in connection with authorized investigations and/or operations and in the custody and control and used at the direction of RAVEN will be maintained in accordance with the policies and procedures of the Participating Agency supplying the equipment. Property damaged or destroyed which was utilized by RAVEN in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of RAVEN will be the financial responsibility of the Participating Agency supplying said property. Property and equipment damaged as a result of a normal operational incident in conjunction with an authorized investigation may be repaired or replaced utilizing RAVEN operational funds.*

FUNDING

42. *This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Participating Agencies hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Participating Agency shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Participating Agencies expressly acknowledge that the above language in no way implies that Congress or other relevant governing bodies will appropriate funds for such expenditures.*
43. *Procurements by RAVEN through funds acquired through grants or otherwise by RAVEN become the property of RAVEN ("RAVEN Item"). The City of Aurora divests any ownership interest in any RAVEN Item procured after January 1, 2021. In the event RAVEN disbands and procured items are split between the Participating Agencies, Aurora will not have any right or interest in RAVEN Items procured after January 1, 2021.*
44. *The Participating Agencies to this MOU understand and agree that any expenditure of the City and County of Denver shall extend only to funds appropriated by the Denver City Council for the purpose of the types of law enforcement activities contemplated by this MOU, encumbered for the types of law enforcement activities contemplated by this MOU, and paid into the Treasury of the City and County of Denver.*

FORFEITURES

45. Asset forfeitures will be conducted in accordance with federal forfeiture laws, regulations, and guidelines, and in accordance with the direction of the RAVEN Executive Board.

DISPUTE RESOLUTION

46. In cases of overlapping jurisdiction, the Participating Agencies agree to work in concert to achieve RAVEN's objectives.
47. The Participating Agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the task force level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

48. All media releases and statements will be mutually agreed upon and jointly handled according, when practicable, to Participating Agency guidelines.

LIABILITY

49. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to RAVEN.
50. Each Participating Agency shall immediately notify the other Participating Agencies of any complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to RAVEN or otherwise relating to RAVEN. All parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing in this paragraph prevents any Participating Agency from conducting an independent administrative review of any incident giving rise to a claim. Each Participating Agency acknowledges that, with the exception of auto-physical damage as stated in paragraph 37 above, financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to RAVEN remains vested with their employing agency.
51. Liability for any conduct by RAVEN personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of any of the non-employing Participating Agencies and their governing bodies. Liability shall be the sole responsibility of the respective employee and/or the employing Participating Agency.

DURATION

52. The term of this MOU is for the duration of RAVEN, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the Participating Agencies.
53. Any Participating Agency may withdraw from RAVEN at any time by written notification to the Executive Board and the Task Force Commander at least thirty (30) days prior to withdrawal.
54. Upon termination of this MOU, all equipment provided to RAVEN will be returned to the supplying agency/agencies. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying agency/agencies.

Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any RAVEN participation.

MODIFICATIONS

- 55. This MOU may be modified at any time by written consent of all involved Participating Agencies.
- 56. Except as stated below, modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Participating Agency. The addition of other law enforcement agencies and the provision of funds or equipment by those agencies can be completed when approved by a majority of the Executive Board.

DISCLOSURE OF MOU

- 57. In the event that any of the Colorado governmental parties receive a records request for a copy of the MOU pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, or the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.*, the Colorado governmental parties will provide notification to the ATF SAC-Denver office and the HSI SAC-Denver office prior to releasing the MOU.

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SIGNATORIES

The signature below indicates that the individual has received and read a copy of this agreement and has the proper authority to, as a representative their agency/governmental entity, to agree to the terms and conditions therein

_____ Date Bureau of Alcohol, Tobacco, Firearms and Explosives

_____ Date County of Adams, Sheriff's Office

_____ Date County of Arapahoe, Sheriff's Office

See signature page below City of Aurora, Aurora Police Department

_____ Date City and County of Denver, Denver Police Department

_____ Date Denver District Attorney's Office

_____ Date County of Douglas, Sheriff's Office

_____ Date Department of Corrections - Parole

_____ Date Department of Homeland Security, Homeland Security Investigations

_____ Date County of Jefferson, Sheriff's Office

See signature page below City of Lakewood, Lakewood Police Department

_____ Date Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

_____ Date U.S. Attorney's Office

_____ Date City of Arvada, Arvada Police Department

Dated this ____ day of _____, 2021.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Megan Platt

MEGAN PLATT, Assistant City Attorney

Dated this _____ day of _____, 2021.

CITY OF LAKEWOOD, COLORADO

DANIEL J. MCCASKY, Chief of Police
Lakewood Police Department

ATTEST:

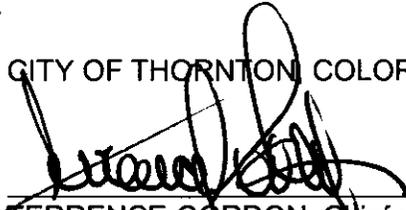
City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Dated this 29th day of OCTOBER, 2021.

CITY OF THORNTON, COLORADO



TERRENCE GORDON, Chief of Police
Thornton Police Department



Unified Financial Management System (UFMS)

UFMS Instructions for completing UFMS Vendor Request Form

New **Update** **Deactivate**

Instructions on completing this form are on the second page. Fields outlined in "RED" are required.

2. Is the vendor required to register in CCR (Y/N)?*	Y	3. If not, what is the FAR exemption (i.e. Employee, Foreign vendor, etc):	
---	---	--	--

*If the vendor is required to register in CCR, please have them do so before completing this form. CCR Registration exceptions can be found in FAR 4.1102. The assumption is that the CCR information is valid. If the information currently listed at CCR.gov or in UFMS is incorrect, then the vendor should be contacted to be updated their CCR information.

If the vendor is not required to register, please complete all fields on this request.

USDOJ Component Information

4. Date of Request: (MM/YY/DD)		5. Requesting Component:	Bureau of Alcohol, Tobacco, Firearm
6. Component Contact: (Can not be the same as the vendor)	Antoria Davis	7. Office Phone No.:	(202) 648-7757
8. Purpose of Request	State and Local Overtime		
9. UFMS Security Org:	ATF	10. Vendor Type:	State and Local (SLG)
11. Component- Specific Justification:	State and Local Overtime Vendor		
12. Payment Type:	CCD	13. Prompt Pay Type:	Standard (STD)

Employee/Vendor/Payee Information

14. Vendor Name:	City of Thornton		
15. DUNS Number+4:	010633295	16. EIN/SSN/TIN	846009903
17. Street Address:	9500 Civic Center Drive		
18. City, State, Zip Code:	Thornton, CO 80229		
19. Country:	United States	20. E-mail Address:	AP.Invoices@thorntonco.gov
21. Vendor Phone No.: (including area code)	303-538-7368	22. Fax Number: (including area code)	
23. Contact Name: (Last, First, MI)	Goodwin, Pam	24. NCIC Code:	CO010400
25. Federal Vendor Agency Locator Code (ALC):	15070000		

Financial Institution Information

26. Bank Name:	Wells Fargo Bank		
27. Street Address:	420 Montgomery Street		
28. City, State, Zip Code:	San Francisco, CA 94104		
29. Country:	United States	30. Bank Phone No.:	626-572-1597
31. ABA Number:	102000076	32. Account Number:	1018198807
33. Account Type:	Checking	ACH Format: All vendors will be setup with CTX and CCD ACH payment format	

PRIVACY ACT STATEMENT: The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

Unified Financial Management System (UFMS)

U.S. DEPARTMENT OF JUSTICE



UFMS Instructions for completing UFMS Vendor Request Form

Please type or print legible all required information

The following are the steps for completing the UFMS Vendor Request Form.

Box 1: This is a required field. Place a check in the box corresponding to the type of request required. Options are:

- Box New – select if vendor is not in UFMS
- Box Update – select if a Non-CCR vendor needs to be modified or CCR information has been updated by the vendor.
- Box Deactivate – select if a non-CCR vendor is to be deactivated.

Box 2: Is the vendor required to register in CCR? (See note on form)

Box 3: If not, what is the FAR Exemption? Select exemption from drop down.

USDOJ Component Information

Box 4: This is a required field. Identify date request submitted

Box 5: This is a required field. Using the drop down arrow, identify Component submitting vendor request.

Box 6: This is a required field. Identify individual to be contacted in the event there is a question about request.

Box 7: This is a required field. Identify phone number of individual in Box 6.

Box 8: Description / Purpose of the vendor request

Box 9: UFMS Security Organization for vendor – Select Defaultorg for Commercial, Federal, Foreign Government and State/Local Government (when applicable). For all other Vendor Types, Select Component (justification required for Component-specific)

Box 10: Using the drop-down arrow, identify Vendor Type from UFMS table listing:

- Commercial (COM) - Select for commercial vendors
- Confidential (CNF) - Select for confidential payees
- Employee (EMP) - Select for employee payees
- Federal (FED) - Select for Federal vendors other than DOJ
- Foreign Government (FOR) - Select for foreign government vendors
- Intra-Departmental (DOJ) - Select for DOJ vendors
- Non-Agency Personal (NAP) - Select for Task Force Officers
- Non-Vendor (NON)- Select for third-party payments, return of funds payments, etc.
- State and Local (SLG)-Select for State & Local Government vendors (Local Police Departments, Local Jails, etc.)

Box 11: Justification required if other than DEFAULTORG SecOrg is entered

Box 12: Enter Default Payment type for this vendor. (CCD will be used as the standard unless otherwise specified)

- CCD- Cash Concentration or Disbursement- Select for Corporate accounts
- Check- Select if vendor is requesting to be paid by check
- CTX- Corporate Trade Exchange (only select if requested by the vendor)
- PPD- Prearranged Payment or Deposit- Select for Personal accounts

Box 13: Enter Prompt Payment type for this vendor.

- Standard (STD)- Select for Commercial vendors
- Construction (CON)- Select for Construction vendors
- Dairy Productions (DAIRY)- Select for Dairy vendors
- Employee (EMP)- Select for employee payees
- Fruits and Vegetables (DFV)- Select for Fruits and Vegetables vendors
- Meats (MEA) - Select for Meat vendors
- Non-Prompt Pay Act (NONPPA)- Select for third-party payments, return of funds payments, and State/ Locals
- Travel (TRV) - Select for Task Force Officers and other invitational travelers
- Utilities(UTL) – Select for Utility type vendors

Unified Financial Management System (UFMS)

U.S. DEPARTMENT OF JUSTICE



UFMS Instructions for completing UFMS Vendor Request Form

Please type or print legible all required information

Employee/Vendor/Payee Information

- Box 14:** This is a required field. Identify the name of the vendor to be added to the vendor table.
- Box 15:** Duns number (required for Commercial vendors and all other vendor types where applicable)
- Box 16:** This is a required field. Identify TIN/SSN of Vendor
- Box 17-18:** These are required fields. Provide address information for Vendor
- Box 19:** Assumed US – provide if foreign
- Box 20:** Must be included if vendors want to receive disbursed payment email notifications
- Box 21-23:** Provide information relative to entity identified in box 8.
- Box 24:** National Crime Information Center (NCIC) code. Required by USMS only AFD payments
- Box 25:** Enter in the Federal Government Agency Location Code (ALC)

Financial Institution Information

- Box 26:** Identify Banking Institution receiving funds.
- Box 27-28:** These are required fields. Provide address information for Identified Bank
- Box 29:** Assumed US – provide if foreign
- Box 30:** Provide phone number at bank should the need arise.
- Box 31:** This is a required field. ABA Routing number of identified Bank*
- Box 32:** This is a required field. Account number to receive funds at Bank.*
- Box 33:** Identify Account Type – choose either Personal/Corporate Checking or Savings

***NOTE**

Bank Routing and Account Numbers refer to ACH payments only and not Wire Transfers which have separate routing numbers. Wire Transfer payments cannot be disbursed using UFMS

Please SUBMIT this form via e-mail to the mailbox as instructed by your component UFMS help-desk.