

# **EXHIBIT I**

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**FEDERAL BUREAU OF INVESTIGATION  
CHICAGO CITY PUBLIC CORRUPTION TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Chicago Police Department (CPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

2. The purpose of this MOU is to delineate the responsibilities of the Chicago City Public Corruption Task Force (CG City PCTF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. 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**

3. The mission of the CG City PCTF is to identify and target for prosecution federal, state, and local elected and appointed public officials, law enforcement officers, government employees, their associates/co-conspirators, and other subjects engaging in public corruption related schemes involving such matters as bribery; "pay to play"; embezzlement; extortion; money laundering; income tax violations; campaign finance violations; perjury; obstruction of justice; making false statements; drug trafficking; alien smuggling; the illegal sale of identification, immigration, or travel documents; border corruption; the facilitation of any other general criminal activity; and/or fraud against the government.

4. The CG City PCTF will primarily focus on significant, complex, long-term, and/or systemic corruption matters affecting the City of Chicago, as well as significant fraud against the government matters.

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5. The CG City PCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate public corruption offenders who misuse their official positions for personal gain while engaging in criminal conduct.

**LOCATION AND PERSONNEL**

6. The CG City PCTF will be based at the Chicago FBI Field Office located at 2111 West Roosevelt Road, Chicago, Illinois, 60608.

7. The CG City PCTF will be affiliated with Chicago FBI Squad White Collar Two (WC-2), whose main priority is investigating local corruption within the City of Chicago. Between 10 to 14 full-time FBI investigative personnel and one Supervisory Special Agent (SSA) will be assigned to the CG City PCTF.

8. CPD personnel assigned to the CG City PCTF will be detailed to the FBI only from the CPD Internal Affairs Division (IAD), until such time as the FBI and CPD agree otherwise. Subject to the availability of resources and case load considerations, CPD will assign two full-time CPD-IAD Sergeants and one part-time CPD-IAD Sergeant to the CG City PCTF.

**SUPERVISION AND CONTROL**

**A. Supervision**

9. Overall management of the CG City PCTF shall be the shared responsibility of the participating agency heads and/or their designees.

10. The Special Agent in Charge (SAC) of the Chicago FBI Field Office shall designate one SSA to supervise day-to-day operational and investigative matters pertaining to the CG City PCTF. The SSA for the CG City PCTF will report to the Chicago Public Corruption Program Manager (PM)/Assistant Special Agent in Charge (ASAC).

11. Responsibility for conduct, not under the direction of the SAC, ASAC, or SSA, of each CG City PCTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.

12. Each CG City PCTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and

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will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

13. Each CG City PCTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

14. Continued assignment to the CG City PCTF will be based on performance and at the discretion of each CG City PCTF member's respective supervisor. The FBI SAC/ASAC/SSA will also retain discretion to remove any member from the CG City PCTF.

**B. Case Assignments and Investigative Responsibilities**

15. The FBI SSA with designated oversight for operational and investigative matters will be responsible for opening, monitoring, directing, and closing CG City PCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

16. Assignments of cases and investigative responsibilities to personnel will be based on, but not limited to, experience, training, performance, and relevant legal issues (e.g., issues related to Garrity v. New Jersey, 385 U.S. 493 (1967)), in addition to the discretion of the SSA with designated oversight for operational and investigative matters.

17. The FBI recognizes that CPD task force members will primarily focus on police corruption matters. As needed, CPD task force members will assist and participate in traditional corruption investigations, as well as other FBI investigative matters.

18. For FBI administrative purposes, CG City PCTF cases will be entered into the relevant FBI computer system.

19. CG City PCTF members will have equal responsibility for each case assigned. CG City PCTF personnel will be totally responsible for the complete investigation from predication to resolution.

**C. Resource Control**

20. The head of each participating agency shall retain control of resources dedicated by that agency to the CG City PCTF, including personnel, as well as the continued dedication of those resources.

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**OPERATIONS**

**A. Investigative Exclusivity**

21. It is agreed that matters designated to be handled by the CG City PCTF will not knowingly be subject to non-CG City PCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CG City PCTF's existence and areas of concern.

22. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to CG City PCTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

23. The FBI recognizes that the CPD will often need or desire to take concurrent administrative action against a CPD employee engaging in misconduct or criminal behavior. In the event a particular CPD employee is the focus of an active or ongoing CG City PCTF investigation, the CG City PCTF should be consulted in advance of any administrative action taking place, whenever possible.

24. CG City PCTF investigative leads outside of the geographic areas of responsibility for the Chicago FBI Field Office will be communicated to other FBI offices for appropriate investigation.

**B. Informants**

25. The disclosure of FBI informants to non-CG City PCTF members will be limited to those situations where it is essential to the effective performance of the CG City PCTF. These disclosures will be consistent with applicable FBI guidelines.

26. Non-FBI CG City PCTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the CG City PCTF. No documents which identify, tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

27. In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

28. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI Confidential Human Sources (also known as Confidential Informants and Cooperating Witnesses (CWS)) shall apply to all CHSs opened and operated in furtherance of

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CG City PCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

29. Operation, documentation, and payment of any CHSs (informants and CWs), opened and operated by FBI CG City PCTF members in furtherance of CG City PCTF investigations, must be in accordance with the United States Attorney General's Guidelines. Documentation of any CHSs opened and operated in furtherance of CG City PCTF investigations shall be maintained at the Chicago FBI Field Office.

**C. Reports and Records**

30. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CG City PCTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

31. CG City PCTF reports prepared in cases assigned to state, county, or local participants will be maintained at the Chicago FBI Field Office; original documents will be maintained by the FBI.

32. Records and reports generated in CG City PCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for the CG City PCTF.

33. CG City PCTF investigative records maintained at the Chicago Field Office of the FBI will be available to all CG City PCTF members, as well as their supervisory and command staff, subject to pertinent legal, administrative and /or policy restrictions. Information pertaining to traditional PC investigations, as opposed to CPD-related corruption cases, will be available on a need-to-know basis.

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

35. All CG City PCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

36. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

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**D. Reports and Records**

37. All CG City PCTF personnel agree to participate in and fulfill any periodic FBI training requirements, such as attending or participating in FBI courses related to the Domestic Investigations and Operations Guide (DIOG), Freedom of Information Act, Privacy Act, or FBI security matters.

**INFORMATION SHARING**

38. No information possessed by the FBI, to include information derived from informal communications by the CG City PCTF member with personnel of the FBI, may be disseminated by the CG City PCTF member to non-CG City PCTF personnel without the permission of the CG City PCTF member's designated FBI CG City PCTF SSA. Such information also may not be disseminated unless it is in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the CG City PCTF member will not provide any participating agency information to the FBI that is not otherwise available to the FBI unless authorized by appropriate participating agency officials.

39. The FBI and CPD agree that all information regarding CG City PCTF investigative matters will be treated as sensitive information.

40. Regarding CG City PCTF investigations targeting CPD personnel, the CPD agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates. Information regarding non-CPD related corruption investigations, however, will only be disclosed outside the CG City PCTF to other members of the CPD on a need-to-know basis and with prior concurrence of the FBI as detailed in paragraph 37.

**PROSECUTIONS**

41. CG City PCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

42. A determination will be made on a case-by-case basis whether the prosecution of CG City PCTF 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 the CG City PCTF.

43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CG City PCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

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44. In addition to their basic obligation to support prosecution efforts connected to CG City PCTF investigations, both the FBI and CPD recognize their independent obligation to notify the assigned prosecutor of the existence of any exculpatory information or investigative reports in the possession of each agency.

**A. Investigative Methods/Evidence**

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

48. All CG City PCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

49. Members of the CG City PCTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

50. Local and state law enforcement personnel designated to the CG City PCTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy

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United States Marshals with authority to investigate Title 18 violations (general criminal violations), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the CG City PCTF or until the termination of the CG City PCTF, whichever comes first.

51. As appropriate, the FBI will also deputize state and local task force officers pursuant to Title 21 of the United States Code in cases in which they will be investigating, under FBI supervision, drug-related violations falling within the FBI's jurisdiction.

52. Any task force officer being deputized must agree to adhere to the requirements of Rule 6 (e) of the Federal Rules of Criminal Procedure.

53. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

54. In furtherance of this MOU, employees of CPD may be permitted to drive FBI owned or leased vehicles for official CG City PCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1. No CPD personnel, however, may drive any FBI owned or leased vehicles unless deputized. The assignment of an FBI owned or leased vehicle to a CPD CG City PCTF member will require the execution of a separate Vehicle Use Agreement.

55. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CG City PCTF business.

56. The FBI and the United States will not be responsible for any tortious act or omission on the part of CPD and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by a CPD or any other non-FBI CG City PCTF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

57. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by a CPD CG City PCTF member while engaged in any conduct other than his or her official duties and assignments under this MOU.

58. To the extent permitted by applicable law, CPD agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a CPD CG City PCTF member which is outside the scope of his or her official duties and assignments under this MOU.

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**SALARY/OVERTIME COMPENSATION**

59. The FBI and CPD agree to assume all personnel costs for their CG City PCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

60. Subject to funding availability and legislative authorization, the FBI will reimburse to CPD the cost of overtime worked by non-federal CG City PCTF members assigned full-time to the CG City PCTF, provided overtime expenses were incurred as a result of CG City PCTF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and CPD for full-time employee(s) assigned to CG City PCTF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable CPD overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

61. Property utilized by the CG City PCTF in connection with authorized investigations and/or operations, and in the custody and control and used at the direction of the CG City PCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CG City PCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CG City PCTF, will be the financial responsibility of the agency supplying said property.

62. Subject to the availability of Asset Forfeiture Funding or other funding sources, the FBI will attempt to secure task force funds from FBI Headquarters to reimburse CPD for the purchase of allowed equipment, which will be then owned by the CPD, but supplied to the CG City PCTF and/or used by the CPD-IAD in support of the CG City PCTF's mission.

**FUNDING**

63. 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 parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party 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 parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CG City PCTF operations.

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65. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CG City PCTF investigations may be equitably shared with any agencies participating in the CG City PCTF or any agency providing substantial assistance to the CG City PCTF which leads to a forfeiture.

**DISPUTE RESOLUTION**

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CG City PCTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the lowest level first before referring the matter to executive management personnel for resolution.

**MEDIA RELEASES**

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SECURITY CLEARANCES**

70. Unless presently serving as a member of an FBI task force and/or having already fulfilled all FBI security/background prerequisites, thirty days prior to being assigned to the CG City PCTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the Questionnaire for Sensitive Positions (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

71. If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. When FBI space becomes available, before receiving access, CG City PCTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, CG City PCTF members will also be required to fully complete the SF-86 and the required fingerprint cards. In the interim, CG City PCTF members will not be allowed unescorted access to FBI space.

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74. Upon departure from the CG City PCTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the CG City PCTF member.

**LIABILITY**

75. 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 the CG City PCTF.

76. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CG City PCTF or otherwise relating to the CG City PCTF.

77. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CG City PCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

78. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any CG City PCTF member.

79. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter

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should be provided to Chief Division Counsel (CDC) for the Chicago FBI Field Office, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.

80. Liability for any conduct by a CG City PCTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

81. The term of this MOU is for the duration of the CG City PCTF operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

82. Any participating agency may withdraw from the CG City PCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CG City PCTF at least 30 days prior to withdrawal.

83. Upon termination of this MOU, all equipment provided to the CG City PCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity 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 CG City PCTF participation.

**MODIFICATIONS**

84. This agreement may be modified at any time by written consent of all involved agencies.

85. 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.

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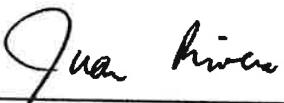
**SIGNATORIES**



Robert D. Grant  
Special Agent in Charge  
Federal Bureau of Investigation

1-18-11

Date



Juan Rivera, Chief  
Chicago Police Department, Internal Affairs Division

1-20-11

Date

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