

**FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
Memorandum of Understanding (MOU)**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":
 - a. Federal Bureau of Investigation (FBI)
 - b. County of San Diego through the San Diego County Sheriff's Department (SHERIFF)
 - c. _____
 - d. _____

AUTHORITIES

2. 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

3. The purpose of this MOU is to delineate the responsibilities of SHERIFF Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the Participating Agencies for policy guidance, planning, training, and 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. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and, to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the San Diego Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.

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7. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF 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.
8. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. CETF members will be subject to a limited background check as required in order to obtain deputization under U.S.C. Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.
9. 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 will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
10. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
11. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.

RESOURCE CONTROL

12. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

13. 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 CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

14. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency.
15. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. For the purposes of this MOU, a Task Force Officer (TFO) is considered full-time when that TFO is assigned duties dedicated to the mission of the CETF on a full-time basis. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and SHERIFF for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be

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compensated in accordance with applicable SHERIFF overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

16. 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 CETF.
17. The SHERIFF 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 CETF or otherwise relating to the CETF.
18. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the applicable statutes and regulations.

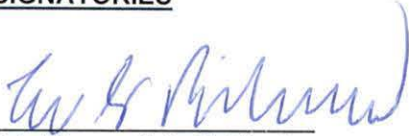
DURATION

19. The term of this MOU is effective upon execution by both Participating Agencies, and is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of either Participating Agency.
20. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
21. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency. In addition, when an agency withdraws from the MOU, the withdrawing agency will return equipment to the supplying agency. Similarly, remaining agency will return any unexpended equipment supplied by the withdrawing agency to said agency.

MODIFICATIONS

22. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
23. Participating Agencies and their designee, are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
24. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES



Print Name: **Eric S. Birnbaum**
Title: **SAC**
Organization: **FBI**
Date: **3/24/17**



Print Name: **William D. Gore**
Title: **Sheriff**
Organization: **San Diego County Sheriff's Department**
Date: **3/8/17**

ATTACHED

Print Name: **Mark Day**
Title: **Senior Deputy County Counsel**
Organization: **County Of San Diego**
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title: **Program Manager**
Organization: **FBI/CID**
Date:

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18. In the event that a civil claim or complaint is brought against a state or local officer assigned to the HTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the applicable statutes and regulations.

DURATION

19. The term of this MOU is effective upon execution by both Participating Agencies, and is for the duration of the HTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of either Participating Agency.
20. Any Participating Agency may withdraw from the HTTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the HTTF Program (FBI HQ) at least 30 days prior to withdrawal.
21. Upon termination of this MOU, all equipment provided to the HTTF will be returned to the supplying agency. In addition, when an agency withdraws from the MOU, the withdrawing agency will return equipment to the supplying agency. Similarly, remaining agency will return any unexpended equipment supplied by the withdrawing agency to said agency.

MODIFICATIONS

22. Modifications/amendments to this MOU shall be brought in writing to the attention of each Participating Agency.
23. Participating Agencies and their designee, are bound by the terms of the MOU, as modified from time to time, although a Participating Agency may terminate its participation with the HTTF as enumerated in paragraph 20.
24. Participating Agency will not be bound by any amended terms of the MOU during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES

Print Name: **Eric S. Birnbaum**
Title: **SAC**
Organization: **FBI**
Date:

Print Name: **William D. Gore**
Title: **Sheriff**
Organization: **San Diego County Sheriff's Department**
Date:

Mark Day 3/10/17
Print Name: **Mark Day**
Title: **Senior Deputy County Counsel**
Organization: **County of San Diego**
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title: **Program Manager**
Organization: **FBI/CID**
Date:

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
COUNTY OF SAN DIEGO
THROUGH THE
SAN DIEGO COUNTY SHERIFF'S DEPARTMENT (SHERIFF)

TASK FORCE FILE # 31E-SD-C68310

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **CHILD EXPLOITATION TASK FORCE (CETF)** as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the County of San Diego through the San Diego County Sheriff's Department (SHERIFF) located at **9621 Ridgehaven Ct., San Diego CA 92123** Taxpayer Identification Number: 95-6000934, Phone Number: (858) 495-5575 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the SHERIFF for overtime payments made to the officers assigned full-time to the CETF.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the SHERIFF'S Supervisor to the FBI Task Force Squad Supervisor and, Special Agent in Charge, for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the SHERIFF by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify SHERIFF of the applicable annual limits prior to October 1st of each year.

5) The number of officers assigned full-time to the CETF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the CETF, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the SHERIFF must prepare an official document setting forth the identity of each officer assigned full-time to the CETF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the SHERIFF, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the CETF.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2008 must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the CETF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR SHERIFF:



William D. Gore, Sheriff
Date 3/8/17

FOR THE FBI:

 3/24/17

Special Agent in Charge Date