



San Diego County SHERIFF'S DEPARTMENT

*Legal
Files*

MEMORANDUM/ROUTE SLIP

From: Chrys Flor (858) 974-2271	Bureau/Division, or Section: MSB / Grants Unit	Date: 03/28/18
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Subject:

JOINT TERRORISM TASK FORCE (JTTF): FFY 17-18 Cost Reimbursement Agreement
County Counsel reviewed and approved on 03/14/18. (email attached)

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Mike Knobbe, Lt., Theresa Adams-Hydar, Capt. (email approval attached)		x										
2. Dina Schoen, Principal Acct. <i>DS</i>	x											
3. Keith Spears, Contracts Mgr. <i>[initials]</i>	x											
4. Eunice Ramos, CFO <i>[initials]</i>	x											
5. Frank Motley, Exec. Director <i>[initials]</i>	x											
6. <i>O'BOYLE, ANTHONY</i> Debbie Eglin, Lt. (LE Grants Liaison) <i>AJ08</i>		x										
7. Hank Turner, Cmdr. <i>[initials]</i>		x										
8. Kelly Martinez, A/S <i>[initials]</i>		x										
9. Mike Barnett, U/S <i>[initials]</i>		x										
10. Bill Gore, Sheriff <i>[initials]</i>		x		x				x	x			

COMMENTS:

Thank you!

Flor, Chrys

From: Adams, Theresa
Sent: Monday, March 26, 2018 2:51 PM
To: Flor, Chrys; Knobbe, Michael
Cc: Scites, Ivy; Schoen, Dina
Subject: RE: FOR REVIEW & APPROVAL: JTTF CRA for FFY 2017-18

Approved

From: Flor, Chrys
Sent: Monday, March 26, 2018 1:04 PM
To: Adams, Theresa; Knobbe, Michael
Cc: Scites, Ivy; Schoen, Dina
Subject: FOR REVIEW & APPROVAL: JTTF CRA for FFY 2017-18

Hi!

The attached CRA has been reviewed and approved by County Counsel; see attached email. Please review the attached CRA and if you approve, please reply back to this email "Approve". I will attach your approval to the route slip and begin the routing process for the Sheriff's signature.

Mike,
Unless I hear otherwise from you, after the Sheriff signs off, I'll forward the CRA back to you.

Thank you!

Chrys

Administrative Analyst III • O-41 Grants Unit
☎ 858.974.2271 | 📠 858.974.2109

Flor, Chrys

From: Knobbe, Michael
Sent: Tuesday, March 27, 2018 8:36 AM
To: Flor, Chrys
Subject: RE: FOR REVIEW & APPROVAL: JTTF CRA for FFY 2017-18

Captain approves so all good.

Thank you

M

From: Flor, Chrys
Sent: Monday, March 26, 2018 1:04 PM
To: Adams, Theresa; Knobbe, Michael
Cc: Scites, Ivy; Schoen, Dina
Subject: FOR REVIEW & APPROVAL: JTTF CRA for FFY 2017-18

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The attached CRA has been reviewed and approved by County Counsel; see attached email. Please review the attached CRA and if you approve, please reply back to this email "Approve". I will attach your approval to the route slip and begin the routing process for the Sheriff's signature.

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Chrys

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Flor, Chrys

From: Day, Mark <Mark.Day@sdcounty.ca.gov>
Sent: Wednesday, March 14, 2018 9:05 AM
To: Flor, Chrys
Cc: Knobbe, Michael; Scites, Ivy; Schoen, Dina
Subject: RE: FOR REVIEW & APPROVAL: Joint Terrorism Task Force (JTTF) CRA for FFY 2017-18
Attachments: JTTF_CRA for FFY 2017-18.pdf; JTTF_MOU_Feb 2016 - Indef.pdf

Chrys,

I don't see any issues with the agreement.

- Mark

From: Flor, Chrys [<mailto:Chrys.Flor@sdsheriff.org>]
Sent: Tuesday, March 06, 2018 8:31 AM
To: Day, Mark
Cc: Knobbe, Michael_SDSO; Scites, Ivy_SDSO; Schoen, Dina_SDSO
Subject: FOR REVIEW & APPROVAL: Joint Terrorism Task Force (JTTF) CRA for FFY 2017-18

Hi Mark!

Attached JTTF Cost Reimbursement Agreement for your review and approval. I've attached the MOU for reference.

Thank you!

Chrys Flor

San Diego County Sheriff's Department • Administrative Analyst III • O-41 Grants Unit
✉ 9621 Ridgeway Court • P. O. Box 939062 • San Diego • CA 92193-9062
☎ 858.974.2271 | 📠 858.974.2109

JOINT TERRORISM TASK FORCE

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

SAN DIEGO SHERIFF'S DEPARTMENT

PREAMBLE

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead domestic agency for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

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IV. CONTROLLING DOCUMENTS

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General Guidelines for Domestic FBI Operations;
 2. Attorney General Guidelines on Federal Bureau of Investigation Undercover Operations;
 3. Attorney General Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
 4. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
 5. Attorney General Guidelines Regarding the Use of Confidential Informants;
 6. Attorney General Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
 7. Attorney General Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
 8. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

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5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI.

C. PHYSICAL LOCATION AND SUPPORT:

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

VI. SECURITY PROGRAM

A. CLEARANCES

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agency as long as the official with whom the TFO shares the information possesses the appropriate security clearance and the dissemination of the information is cleared by an FBI SSA. The FBI SSA is responsible to ensure that there are no dissemination restrictions or other sensitivities that require additional steps be taken before the information is disseminated.

5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counterintelligence-focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.
6. All JTTF members must agree to submit to counterintelligence-focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

B. RESTRICTIONS ON ELECTRONIC EQUIPMENT

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally-owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDs, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

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IX. RECORDS, REPORTS AND INFORMATION SHARING

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.
- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

X. COORDINATION

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the

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be used for official JTTF business and only in accordance with applicable FBI rules and regulations.

- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will 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 Participating Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.
- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member's assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

XIV. FORFEITURE

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

XV. HUMAN SOURCES

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General's and the FBI's guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.

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XIX. DEPARTMENT OF DEFENSE COMPONENTS

The Posse Comitatus Act, 18 U.S.C. ' 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

XX. MEDIA

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

XXI. LIABILITY

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

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B. CONSTITUTIONAL CLAIMS

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. ' 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. ' 50.15. 50.16.
4. An employee may be provided representation when the actions for which representation is requested reasonably appears to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States. 28 C.F.R. ' 50.15(a).
5. A JTTF member's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. ' 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. ' 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. ' 50.15(a).

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XXIII. AMENDMENTS

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:

San Diego County Sheriff's Department

William D. Gore
Agency Head William D. Gore, Sheriff

Date: 12-22-15

Participating Agency

Eric S. Birbaum

Date: 2/2/16

Special Agent in Charge

~~Field Division~~ San Diego Field Office
Federal Bureau of Investigation

**FEDERAL BUREAU OF INVESTIGATION
San Diego Joint Terrorism Task Force
Cost Reimbursement Agreement**

Task Force File No.: 415-SD-A67592

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized **San Diego Joint Terrorism Task Force** 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 **San Diego Sheriff's Department**, located at 9621 Ridgehaven Court, San Diego CA 92123, Taxpayer Identification Number: 95-6000934, Phone Number 858-974-2222, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI JTTF Memorandum of Understanding (MOU) signed by the Sheriff William Gore of the San Diego Sheriff's Department on December 22, 2015 (Today's Date), and must be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse the San Diego Sheriff's Department for overtime payments made to officers assigned to and working full time on FBI San Diego JTTF related matters.
3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI San Diego 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 a Supervisor at San Diego Sheriff's Department's to the FBI San Diego JTTF Squad Supervisor and FBI San Diego Special Agent in Charge for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to San Diego Sheriff's Department using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, San Diego Sheriff's Department's must establish an account online in the System for Award Management (SAM) at www.sam.gov. Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of San Diego Sheriff's Department banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI San Diego Financial Manager.
5. 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 San Diego Sheriff's Department of the applicable annual limits prior to October 1st of each year.
6. The number of San Diego Sheriff's Department deputies assigned full-time to the FBI San Diego JTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of

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each fiscal year. Based on the needs of the FBI San Diego JTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, San Diego Sheriff's Department must prepare an official document setting forth the identity of each officer assigned full-time to the FBI San Diego JTTF, 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 San Diego Field Office for FBI review and approval.

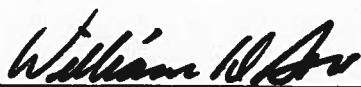
8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at San Diego Sheriff's Department 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 FBI San Diego JTTF.

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, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of San Diego Sheriff's Department participation on the FBI San Diego JTTF, 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.

Signatories:

John A. Brown
Special Agent in Charge
Federal Bureau of Investigation



William Gore
Sheriff
San Diego Sheriff's Department

Date: _____

Date: 4/5/18

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