



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

From: Chrys Flor	(858) 974-2271	Bureau/Division, or Section: MSB / Grants Unit	Date: 11/16/17
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Subject:

FOR SIGNATURE:

Organized Crime MOU between the FBI and the Sheriff's Department
Effective at the date of last signature for a period of three years.

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. Theresa Adams, Capt. (attached)		x										
2. Dina Schoen, Principal Accountant; Keith Spears, Contracts Mgt. <i>DS</i>	x											
3. Eunice Ramos, CFO <i>ER</i>	x											
4. Frank Motley, Exec. Director <i>FM</i>	x											
5. <i>Debbie Eglin,</i> Mark Ryan, Lt. (LE Grants Liaison) <i>DE</i>	x											
6. <i>Andy Rott</i> Hank Turner, Cndr. <i>HT</i>	x											
7. <i>Andy Rott</i> Kelly Martinez, A/S <i>KM</i>	x											
8. Sandy Toyen, Legal <i>ST</i>	x											
9. Mike Barnett, U/S <i>MB</i>	x											
10. Bill Gore, Sheriff <i>WG</i>				x				x	x			

COMMENTS:

Thank you!

Flor, Chrys

From: Adams, Theresa
Sent: Thursday, November 16, 2017 1:26 PM
To: Flor, Chrys
Cc: Scites, Ivy; Schoen, Dina
Subject: RE: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad (CC Approved)

approved

From: Flor, Chrys
Sent: Thursday, November 16, 2017 11:54 AM
To: Adams, Theresa
Cc: Scites, Ivy; Schoen, Dina
Subject: FW: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad (CC Approved)

Hi Theresa!

Ok, ready to route the attached MOU. Can you reply back "Approve" and I'll attach that email to the route slip so Command knows you've read and reviewed the MOU.

Thank you!

From: Adams, Theresa
Sent: Wednesday, November 08, 2017 8:31 PM
To: Avery, Linda M. (SD) (FBI)
Cc: Flor, Chrys; Hladun, Johanna L. (SD) (FBI)
Subject: Re: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad (CC Approved)

Ok Sounds like we will work with what we have. Chrys, please just use the version which was originally sent.
Theresa

Sent from my iPad

On Nov 8, 2017, at 7:45 PM, Avery, Linda M. (SD) (FBI) <lmavery@fbi.gov> wrote:

Sorry to say, these are out of our jurisdiction.

MOUs between Federal, State and Local agencies are created and decided upon at a higher level.

They are handled by FBI Headquarters Assistant Director of the Criminal Division, the US Attorney's Office and the related Special Agents in-Charge, Chiefs and Sheriffs.

We the Divisions do not possess the authority to alter these MOUs.

Sheriff Gore is very aware of the process having been on literally both sides of the fence.

Hope this answers your question and alleviates some of your concerns.

Have a good day,

Theresa

Sent from my iPad

-----Original Message-----

From: Adams, Theresa

Sent: Monday, November 06, 2017 8:14 AM

To: Flor, Chrys

Cc: Lopez, Ricardo; Scites, Ivy; Schoen, Dina

Subject: Re: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad (CC Approved)

I will request the changes, but since they are so basic they may say no.

Sent from my iPad

Begin forwarded message:

From: "Flor, Chrys" <Chrys.Flor@sdsheriff.org>
To: "Adams, Theresa" <Theresa.Adams@sdsheriff.org>
Cc: "Lopez, Ricardo" <Ricardo.Lopez@sdsheriff.org>, "Scites, Ivy" <Ivy.Scites@sdsheriff.org>, "Schoen, Dina" <Dina.Schoen@sdsheriff.org>
Subject: FW: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad (CC Approved)

Hi Theresa,

Can you follow up with the FBI and see if they will "Delete" all the empty spaces on page 2, 9, and 10; add "County" to San Diego Sheriff's Department on page 1 and page 15; and, correct the Sheriff's signature line from William Gore to William D. Gore? See attached MOU for specifics.

Let me know what they say and if they make the changes, please email the revised MOU back and I will route it through command for approval and the Sheriff's signature.

Thank you!

Chrys

From: Flor, Chrys
Sent: Tuesday, October 31, 2017 2:54 PM
To: Day, Mark- SDC
Cc: Adams, Theresa; Lopez, Ricardo; Scites, Ivy; Schoen, Dina
Subject: RE: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad

Thanks Mark!

From: Day, Mark [<mailto:Mark.Day@sdcounty.ca.gov>]
Sent: Tuesday, October 31, 2017 11:39 AM
To: Adams, Theresa; Flor, Chrys

have the right to terminate. I believe we asked them to clarify this in the past but they said written changes could not be made.

- Mark

From: Flor, Chrys [<mailto:Chrys.Flor@sdssheriff.org>]
Sent: Tuesday, October 31, 2017 10:51 AM
To: Day, Mark
Cc: Adams, Theresa_SDSO; Scites, Ivy_SDSO; Schoen, Dina_SDSO
Subject: FW: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad

Hi Mark!

Just following up on this one... ☺

From: Flor, Chrys
Sent: Friday, October 20, 2017 10:37 AM
To: Day, Mark- SDC
Cc: Adams, Theresa; Scites, Ivy; Schoen, Dina
Subject: FOR REVIEW: MOU between FBI and Sheriff for Organized Crime (OC) Squad

Hi Mark!

Attached MOU for your review and approval. I noted some minor grammatical and formatting issues but am leaving the rest for your comment.

Thank you!

Chrys Flor

San Diego County Sheriff's Department • Administrative Analyst III • O-41 Grants Unit
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**ORGANIZED CRIME
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION
AND THE SAN DIEGO SHERIFF'S DEPARTMENT**

A. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the San Diego Sheriff's Department (SDSD). The FBI and the SDSD are referred to herein individually by their names, individually as a "Party," and/or collectively as the "Parties." Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

B. 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. , Section 3771; Title 28, Code of Federal Regulations (C.F.R.), Section 0.85; and applicable United States Attorney General's Guidelines.

C. PURPOSE

2. The purpose of this MOU is to delineate the responsibilities of the participants, maximize inter-agency cooperation, and formalize relationships between the Parties for policy guidance, planning, training, and public and media relations in order to foster an efficient and collaborative working relationship in investigations of alleged criminal activity associated with organized crime in the city and incorporated areas of San Diego. 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.

D. MISSION

3. The Organized Crime (OC) Squad's mission is to investigate Organized Crime in and around the greater San Diego area for a variety of criminal violations, including, but not limited to, fraud, money laundering,

drug trafficking, identity theft, and human trafficking, and to apprehend, indict, and convict the individuals involved in those criminal activities.

E. SUPERVISION AND CONTROL

a. Supervision

4. Overall management of the OC Squad shall be the responsibility of the FBI.

5. The Special Agent in Charge (SAC) of the FBI's San Diego Division has designated one Supervisory Special Agent (SSA) (referred to herein as "OC Supervisor") to supervise day-to-day operational and investigative matters pertaining to the OC Squad.

6. Responsibility for conduct, not under the direction of the SAC or the OC Supervisor, of each OC member, both personally and professionally, shall remain with the respective Party agency head, and each Party shall be responsible for the actions of its respective employees.

7. Each SDSD OC Squad 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 FBI'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.

8. Each SDSD OC Squad member will continue to report to his or her respective Party agency head for non-investigative administrative matters not detailed in this MOU.

9. Continued assignment to the OC Squad will be based on performance and at the discretion of each OC Squad member's respective supervisor. The FBI SAC and OC Squad Supervisor will also retain discretion to remove any member from the OC Squad.

b. Case Assignments

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

11. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the OC Supervisor.

12. For FBI administrative purposes, OC cases will be entered into the relevant FBI computer system.

13. OC members will have equal responsibility for each case assigned. OC personnel will be totally responsible for the complete investigation from predication to resolution.

c. Resource Control

14. The head of each Party shall determine the resources to be dedicated by that agency to the OC Squad, including personnel, as well as the continued dedication of those resources. The Parties' agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

F. OPERATIONS

a. Investigative Exclusivity

15. It is agreed that matters designated to be handled by the OC Squad will not knowingly be subject to non-OC Squad law enforcement efforts by either of the Parties. It is incumbent on each Party to make proper internal notification regarding the OC Squad's existence and areas of concern.

16. It is agreed that there is to be no unilateral action taken on the part of the SDSD relating to OC Squad investigations or areas of concern as described in Paragraph 3.

17. OC investigative leads outside of the geographic areas of responsibility for FBI San Diego Division will be communicated to other FBI offices for appropriate investigation.

b. Confidential Human Sources (CHS)

18. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened

and operated in furtherance of OC investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

19. In those instances where the SDSD provides a CHS, the SDSD may remain the handling agency after affiliation with the OC squad has terminated.

20. Operation, documentation, and payment of solely state, county, or local informants and cooperating witnesses (CWs) opened and operated by SDSD OC members in furtherance of OC investigations must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of OC investigations shall be maintained at an agreed to location.

21. The disclosure of FBI CHSs to non-OC Squad members will be limited to those situations where it is essential to the effective performance of the OC Squad. These disclosures will be made in a manner consistent with applicable FBI guidelines, including any requisite approvals.

22. SDSD OC Squad members may not make any further disclosure of the identity of an FBI CHS. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

c. Reports and Records

23. 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 OC Squad will be made available for inclusion in the respective investigative Parties' files as appropriate.

24. OC reports prepared in cases assigned to state, county, or local participants will be maintained at an FBI approved location; original documents will be maintained by the FBI.

25. Records and reports generated in OC cases which are opened and assigned by the OC Supervisor will be maintained in the FBI investigative file.

26. OC investigative records maintained at the San Diego Field Office of the FBI will be available to all OC members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

27. All evidence and original electronic recordings (audio and video) acquired by the FBI during the course of the OC 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 OC Squad personnel.

28. All OC Squad investigative records will be maintained at an approved FBI location. Placement of all or part of said information into SDSD files rests with the discretion of supervisory personnel of the concerned agencies, subject to OC Supervisor approval.

29. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in SDSD files unless appropriate FBI policy has been satisfied.

G. PRIVACY/INFORMATION SHARING

30. The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12,333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof. The Parties further acknowledge that this MOU may be subject to guidelines that concern the protection of privacy, civil liberties, and other rights in the Information Sharing Environment (ISE). The parties agree to adhere to these guidelines to the extent they are applicable. Each Party that discloses or receives personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken. Section (c) of the Privacy Act, 5 U.S.C. 552a(c), requires that an agency maintain the ability to provide an

accounting for covered disclosures made outside the disclosing agency. The accounting must include the date, nature, and purpose of each disclosure and the name and address of the person or agency to which the disclosure is made. The accounting must be maintained for five years after the disclosure for which the accounting is required or for the life of the record, whichever is longer. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches). Each Party agrees that it will provide appropriate training regarding the responsibilities under this MOU to individuals whose information sharing activities are covered by the provisions of this MOU. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

31. No information possessed by the FBI, to include information derived from informal communications by the OC Squad member with personnel of the FBI, may be disseminated by the OC member to non-OC personnel without the permission of the OC Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the SDSD that would permit the SDSD to receive that information directly. Likewise, the OC Squad member will not provide any SDSD information to the FBI that is not otherwise available to it unless authorized by appropriate SDSD officials.

H. PROSECUTIONS

32. OC investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

33. A determination will be made on a case-by-case basis whether the prosecution of OC 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 OC Squad.

34. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or a decision is made to prosecute an OC case at the state or local level, the FBI agrees to provide all relevant and lawfully available information to state and local authorities pursuant to

federal regulations and statutes.

a. Investigative Methods/Evidence

35. 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.

36. In all cases assigned to SDSD OC members, 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.

37. 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

38. All OC 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. The SDSD may be requested to enter into an additional agreement if a member of the SDSD is assigned duties which require the officer to act in an undercover capacity.

I. USE OF FORCE POLICIES

39. Members of the OC Squad will follow their own agency's policy concerning firearms discharge and use of deadly force. Pursuant to DOJ Policy, all state/local officers participating in FBI operations must be made aware of and adhere to the Department of Justice Policy Statement on the

Use of Less-Than-Lethal Devices.

J. DEPUTATIONS

40. Local and state law enforcement personnel designated to the OC Squad, subject to a limited background inquiry, may be sworn as federally deputized Special Agent, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each deputized OC Squad member's assignment to the OC Squad.

41. Administrative and personnel policies imposed by the SDSD will not be voided by the deputation of its personnel.

K. VEHICLES

42. SDSD will provide vehicles to SDSD members assigned to the OC Squad. In furtherance of this MOU, OC Squad members may be permitted to drive FBI owned or leased vehicles for official FBI business and only in accordance with applicable FBI rules and regulations, including those outlined in the Government Vehicle Use Policy Directive and Guide (0430D and 0430PG).

43. The SDSD agrees that FBI vehicles will not be used to transport passengers unrelated to FBI business.

44. The FBI and the United States will not be responsible for any tortious act or omission on the part of the SDSD and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by a SDSD OC Squad member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below. 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 SDSD OC Squad member while engaged in any conduct other than his or her official duties and assignments under this MOU.

45. To the extent permitted by applicable law, the SDSD 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 SDSO OC Squad member which is outside the scope of his or her official duties and assignments under this MOU.

46. Notwithstanding the discussion in the Liability Section below, the Parties agree to be responsible for any damage to FBI vehicles caused by any act or omission of their own employees. The Parties agree to assume financial responsibility for property damage to said vehicles caused by the acts or omissions of their own employees. In no event shall a Party be responsible for any damage to FBI vehicles caused by the acts or omissions of employees of the other Party.

L. SALARY/OVERTIME COMPENSATION

47. The Participating Agencies remain responsible for all personnel costs for their OC Squad representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency.

48. Only an SDSD Criminal Intelligence Unit Supervisor can approve overtime for SDSD Detectives assigned to the Organized Crime Squad.

M. PROPERTY AND EQUIPMENT

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

N. FUNDING

50. 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.

O. FORFEITURES

51. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with OC Squad operations.

52. 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 OC investigations may be equitably shared between the Parties.

P. DISPUTE RESOLUTION

53. In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the OC Squad's objectives.

54. The Parties agree to attempt to resolve any disputes, including, but not limited to, jurisdiction, case assignments, and workloads, at the field level first before referring the matter to supervisory personnel for resolution.

Q. MEDIA RELEASES

55. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and SDSD guidelines.

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

R. SECURITY CLEARANCES

57. Assignment to the OC Squad shall be contingent upon the individual obtaining a security clearance.

58. If, for any reason, a candidate is not selected to serve on the OC Squad, the SDSD will be so advised, and a request will be made for another candidate.

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

60. 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, as may be necessary or required by the FBI.

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

S. LIABILITY

62. The SDSD acknowledges that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the OC Squad.

63. The SDSD shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the SDSD receives notice, concerning or arising from the conduct of personnel assigned to the OC Squad or otherwise relating to the OC Squad. The SDSD agrees to assume financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of SDSD employees detailed to the OC Squad.

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

65. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346(b), and Sections 2671-2680: An officer 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. Section 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. Section 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 OC member.

66. 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. Section 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau

of Narcotics, 403 U.S. 388 (1971): An officer 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. Sections 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 should be provided to Chief Division Counsel (CDC) for the FBI San Diego Division, 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. Section 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.

67. Liability for any conduct by a OC Squad 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 employee and/or, with regard to SDSD OC Squad members, the SDSD.

T. DURATION

68. The term of this MOU is for a period of three (3) years but may be terminated at any time upon written mutual consent of the Parties.

69. SDSD may withdraw from the OC Squad at any time by written notification to the FBI SAC or the OC Supervisor at least 30 days prior to withdrawal.

70. Upon termination of this MOU, all equipment provided to the OC Squad will be returned to the supplying Party. In addition, when a Party withdraws from the MOU, the Party will return equipment to the supplying Party. Similarly, the remaining party will return to a withdrawing Party any unexpended equipment supplied by the withdrawing Party during any OC Squad participation.

U. MODIFICATIONS

71. This agreement may be modified at any time by written consent of the Parties.

72. 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 Party.

SIGNATORIES/AGENCY HEAD APPROVALS

----- Date
Eric S. Birnbaum
Special Agent-in-Charge
Federal Bureau of Investigation

----- Date
William Gore
Sheriff
San Diego Sheriff's Department

William Gore

11/29/17
Date