

MEMORANDUM OF AGREEMENT

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

SAN DIEGO COUNTY SHERIFF'S DEPARTMENT

- 1. PURPOSE:** The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation (FBI) and the San Diego County Sheriff's Department (SDSD), hereinafter referred to as the "parties", is to define the scope of work and responsibilities of the parties concerning reimbursement for the renovation costs associated with the space utilized by the East County Regional Gang Task Force (ECRGTF).
- 2. BACKGROUND:** The ECRGTF was created via an MOU and operates pursuant to that MOU with numerous state and local law enforcement agencies, to include the San Diego Division of the FBI. The ECRGTF is located in space currently leased by the County of San Diego ("County"). The FBI San Diego Division does not provide funding to occupy this space on an ongoing basis, but will provide SDSD with up to \$250,000 for the reimbursement of renovation expenses associated with the space located at 2040 Gillespie Way, El Cajon, California for continued task force use. The renovation will include construction of an office to meet FBI security standards to enable the placement and functionality of FBI data systems, communications and computer equipment, and associated workstations.
- 3. AUTHORITY:** The FBI is entering into this MOA under the authority provided by 28 U.S.C. § 533, 28 U.S.C 530C, and 28 C.F.R. 0.85.
- 4. SCOPE:** This MOA defines the terms and conditions for reimbursement by the FBI of expenditures incurred by SDSD in renovating the task force space, as agreed upon by the parties as follows:
 - A.** The anticipated cost of the renovation will not exceed \$250,000, to include costs for construction, permits, inspections, coordination, and project supervision. Prior to issuing a Notice to Proceed to the construction contractor, the County will provide the FBI with a detailed bid and Internal Agreement documentation (between the County's Department of General Services and SDSD) for County inspection and project administration. The FBI ECRGTF Supervisory Special Agent (SSA) will provide written approval of the scope and cost outlined in these documents prior to the County issuing Notice to Proceed to the General Contractor.
 - B.** SDSD will submit to the FBI copies of invoices and Internal Agreement charges paid to the Department of General Services for reimbursement under this agreement. Reimbursement to SDSD will be for construction costs, contracting costs in association with established County of San Diego procurement guidelines and all associated County project management and inspection fees. Reimbursement from the FBI will occur within 60 days after documentation of invoices and related payments are submitted by SDSD to the ECRGTF SSA.

- C. After completion of the renovation, ongoing operational costs for the improved space, including utilities and maintenance, will be borne by the County according to the terms of the County's existing lease.
- D. The parties agree the renovated space will be available for use by the FBI for the duration of the County's lease for the task force space, unless the MOU for the ECRGTF is modified or terminated in writing by all parties.

5. FUNDING: The FBI hereby agrees to reserve within its financial management system a sum of appropriated funds not to exceed \$250,000. These reserved funds will be used to reimburse the San Diego County Sheriff's Department for the aforementioned renovation of the ECRGTF. This reimbursement is consideration for and in lieu of the FBI making and/or paying any additional rent, fees, or maintenance fees associated with the use of the space for the duration of the County's lease.

6. LIABILITY: The parties agree that each party is responsible for the negligent and wrongful acts and omissions by its employees. In addition, the parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., for the negligent and wrongful act and omission by either party's employee in the performance of assigned duties, the FBI shall be responsible for the investigation and disposition of said claim. Nothing herein shall be construed as supplanting any applicable statute, rule, or regulation.

7. POINTS OF CONTACT: The FBI and the SDSD will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POC.

FBI POC:
Jamie S. Arnold
Supervisory Special Agent
East County Regional Gang Task Force
Federal Bureau of Investigation-San Diego Division
10385 Vista Sorrento Parkway, San Diego, CA 92121
(619) 994-7017
E-mail: Jamie.arnold@ic.fbi.gov

SDSD POC:
Eunice C. Ramos, Chief Financial Officer
San Diego Sheriff's Department
9621 Ridgehaven Court, San Diego, CA 92123
(858) 974-2377
Eunice.Ramos@sdsheriff.org

8. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOA will be resolved only by consultation between the parties and will not be referred to a local, state, or federal court.

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

- a. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA.
- b. Except as otherwise provided, this MOA may be amended by the mutual written consent of the parties' authorized representatives.

10. FORCE AND EFFECT

This MOA, which consists of 10 Sections on three (3) pages, will enter into effect upon signature of all parties and will remain in effect for the duration of the County's lease for the subject space at 4020 Gillespie Way, El Cajon, CA.

This MOA is the complete and exclusive statement of agreement between the parties with respect to the FBI's reimbursement of SDSD for the renovation costs associated with the space utilized by the ECRGTF in a building leased by the County. This MOA supersedes all written and oral proposals and other communications between the parties. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA. Nothing in this MOA is intended to create, nor does it create, an enforceable legal right or private right of action. The foregoing represents the understandings reached between the FBI and SDSD upon the matters referred to herein.

FOR THE FEDERAL BUREAU OF INVESTIGATION



Signature
Eric Birnbaum
Special Agent in Charge
FBI-San Diego Division

12/1/17
Date



Signature
Jenny M. Knight
Contracting Officer
Finance Division, FBIHQ

11/30/17
Date


FOR SAN DIEGO COUNTY SHERIFF'S DEPARTMENT



Signature

William D. Gore, Sheriff

County of San Diego


Date



Signature

Eunice C. Ramos, Chief Financial Officer

San Diego Sheriff's Department


Date



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

From: Deena Raver, Project Manager	Bureau/Division, or Section: MSB Support Services Division	Date: 01/30/2018
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Subject:
MOA Between the Federal Bureau of Investigations and County of San Diego Sheriff's Department

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. Deena Raver, PM									X			
2. Theresa Adams-Hydar, Cptn.		X										
3. Harold Turner, Cmdr.		X										
4. Kelly Martinez, A/S		X										
5. Eunice Ramos, CFO		X						X				
6. Frank R. Motley, Exec. Dir.		X										
7. Sanford Toyen, Legal		X										
8. Michael Barnett, U/S		X										
9. William D. Gore, Sheriff		X						X				
10.												

COMMENTS:
Return to D. Raver (858)414-4185