



**San Diego County  
SHERIFF'S DEPARTMENT  
MEMORANDUM/ROUTE SLIP**

From: Chrys Flor for Sgt. Rick Lopez      974-2271	Bureau/Division, or Section: Management Services	Date: 02/03/17
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Subject:  
SAN DIEGO VIOLENT CRIMES/BANK ROBBERY TASK FORCE (SDVCTF): Cost Reimbursement Agreement (CRA) and MOU for signature

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 Hydar-Adams, Capt.; Mark Ryan, Lt.; Rick Lopez, Sgt. (attached)		x										
2. Dina Cruz, PAA <i>DTC</i>	x											
3. Jill Serrano, CFO	x											
4. Chuck Gaines, Exec. Dir. <i>[Signature]</i>	x											
5. Larry Nesbit, Cmdr. <i>[Signature]</i>	x											
6. Mike Barnett, A/S <i>[Signature]</i>	x											
7. Sandy Toyen, Legal <i>ST</i>	x											
8. Mark Elvin, U/S <i>mfe</i>	x											
9. Bill Gore, Sheriff <i>[Signature]</i>				x				x	x			
10												

COMMENTS:

Thank you!

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

TASK FORCE FILE # 91-SD-C47778-1

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized San Diego Violent Crimes/Bank Robbery Task Force (SDVCTF) 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 County Sheriff's Department located at 9621 Ridgehaven Ct., San Diego, California 92123, Taxpayer Identification Number: 95-6000934, Phone Number: (858) 974-2222 that:

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

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 Supervisor of the agency 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 agency 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 the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force 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 task force, 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 agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, 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 agency, 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 task force.

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, 2013, must be received by the FBI by December 31, 2013. 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 task force, 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 THE AGENCY:

*JAN 9 2017*

Date

*William H. [Signature]*

Sheriff

Date

FOR THE FBI:

*EB/PL*

Special Agent in Charge

*1/9/17*

Date

Contracting Officer

FBI Headquarters

Date



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**FEDERAL BUREAU OF INVESTIGATION  
SAN DIEGO VIOLENT CRIMES/BANK ROBBERY TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the San Diego County Sheriff's Department (SDSD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**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 the San Diego Violent Crimes/Bank Robbery Task Force (SDVCTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. 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**

4. The mission of the SDVCTF is to identify and target for prosecution criminal enterprise groups and individuals responsible for crimes of violence such as bank robbery, Hobbs Act offenses, kidnapping, extortion, transportation crimes, special jurisdiction matters, and other violent incident crimes, as well as to focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SDVCTF 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 dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

1. Overall management of the SDVCTF shall be the shared responsibility of the participating agency heads and/or their designees.
2. The Special Agent in Charge (SAC) of the San Diego Field Office shall designate one Supervisory Special Agent (SDVCTF Supervisor) to supervise the SDVCTF. The SDVCTF Supervisor may designate a Special Agent to serve as the Violent Crimes Task Force Coordinator (Task Force Coordinator). Either the SDVCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SDVCTF.
3. Conduct undertaken outside the scope of an individual's SDVCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SDVCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
4. SDVCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees 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.
5. SDVCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
6. Continued assignment of personnel to the SDVCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SDVCTF Supervisor will also retain discretion to remove any individual from the SDVCTF.

**B. Case Assignments**

7. The FBI SDVCTF Supervisor will be responsible for opening, monitoring, directing, and closing SDVCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
8. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SDVCTF Supervisor.
9. For FBI administrative purposes, SDVCTF cases will be entered into the relevant FBI computer system.

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10. SDVCTF personnel will have equal responsibility for each case assigned. SDVCTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

11. The head of each participating agency shall determine the resources to be dedicated by that agency to the SDVCTF, 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.

**OPERATIONS**

**A. Investigative Exclusivity**

12. It is agreed that matters designated to be handled by the SDVCTF will not knowingly be subject to non-SDVCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SDVCTF's existence and areas of concern.
13. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SDVCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
14. SDVCTF 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**

15. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SDVCTF personnel will be limited to those situations where it is essential to the effective performance of the SDVCTF. These disclosures will be consistent with applicable FBI guidelines.
16. Non-FBI SDVCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SDVCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
17. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment: as set forth by the FBI.

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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 SDVCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
19. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SDVCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SDVCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SDVCTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

20. 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 SDVCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
21. SDVCTF reports prepared in cases assigned to SDVCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
22. Records and reports generated in SDVCTF 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 SDVCTF.
23. SDVCTF investigative records maintained at the San Diego Field Office of the FBI will be available to all SDVCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
24. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SDVCTF 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 SDVCTF personnel.
25. All SDVCTF 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.
26. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
27. The Parties acknowledge that this MOU may provide SDVCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SDVCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

### **INFORMATION SHARING**

28. No information possessed by the FBI, to include information derived from informal communications between SDVCTF personnel and FBI employees not assigned to the SDVCTF, may be disseminated by SDVCTF personnel to non-SDVCTF personnel without the approval of the SDVCTF Supervisor and 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, SDVCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
29. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
30. 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.
31. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
32. 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).
33. 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.

### **PROSECUTIONS**

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



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35. A determination will be made on a case-by-case basis whether the prosecution of SDVCTF 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 SDVCTF.
36. 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 SDVCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

### **A. Investigative Methods/Evidence**

37. 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.
38. 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 as outlined in the Domestic Investigations and Operations Guide 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.
39. 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**

40. All SDVCTF 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 an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

## **USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May

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41. The parent agency of each individual assigned to the SDVCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
42. The parent agency of each individual assigned to the SDVCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

### **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

43. SDVCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

### **DEPUTATIONS**

44. Local and state law enforcement personnel designated to the SDVCTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SDVCTF or until the termination of the SDVCTF, whichever comes first.
45. Deputized SDVCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

### **VEHICLES**

46. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SDVCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SDVCTF personnel will require the execution of a separate Vehicle Use Agreement.
47. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SDVCTF business.

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16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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48. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SDVCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
49. 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 LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
50. To the extent permitted by applicable law, LEA 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 LEA SDVCTF personnel which is outside the scope of their official duties and assignments under this MOU.

### **SALARY/OVERTIME COMPENSATION**

51. The FBI and LEA remain responsible for all personnel costs for their SDVCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
52. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SDVCTF personnel assigned full-time to SDVCTF, provided overtime expenses were incurred as a result of SDVCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SDVCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

### **PROPERTY AND EQUIPMENT**

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

### **FUNDING**

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54. 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**

55. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SDVCTF operations.
56. 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 SDVCTF investigations may be equitably shared with the agencies participating in the SDVCTF.

### **DISPUTE RESOLUTION**

57. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SDVCTF's objectives.
58. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

### **MEDIA RELEASES**

59. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
60. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

### **SELECTION TO SDVCTF AND SECURITY CLEARANCES**

61. If an LEA candidate for the SDVCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
62. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SDVCTF, the participating agency will be so advised and a request will be made for another candidate.



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63. 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.
64. Before receiving unescorted access to FBI space identified as an open storage facility, SDVCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SDVCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
65. Upon departure from the SDVCTF, each individual whose assignment to the SDVCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

#### **LIABILITY**

66. 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 SDVCTF.
67. 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 SDVCTF or otherwise relating to the SDVCTF. 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 SDVCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SDVCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
68. 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 individual assigned to the SDVCTF 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 individual 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

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case-by-case basis, and the FBI cannot guarantee such certification to any SDVCTF personnel.

69. 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 individual assigned to the SDVCTF 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 should be provided to Chief Division Counsel (CDC) for the FBI San Diego 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, 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 SDVCTF personnel.
70. Liability for any conduct by SDVCTF personnel undertaken outside of the scope of their 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**

71. The term of this MOU is for the duration of the SDVCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
72. Any participating agency may withdraw from the SDVCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SDVCTF at least 30 days prior to withdrawal.
73. Upon termination of this MOU, all equipment provided to the SDVCTF 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 SDVCTF participation.

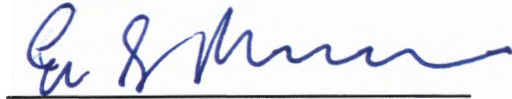
### **MODIFICATIONS**

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

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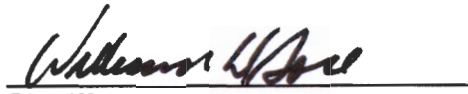
75. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**



Special Agent in Charge  
Federal Bureau of Investigation

1/9/17  
Date



Sheriff  
San Diego County Sheriff's Department

2/28/17  
Date

**Flor, Chrys**

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**From:** Flor, Chrys  
**Sent:** Thursday, February 09, 2017 8:28 AM  
**To:** Adams, Theresa  
**Subject:** RE: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Thank you!

Hope your leg/foot is healing well! ☺

*Chrys*

**From:** Adams, Theresa  
**Sent:** Wednesday, February 08, 2017 7:31 PM  
**To:** Flor, Chrys  
**Subject:** RE: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Approved. I am TTD so I can't sign the actual roster.

**From:** Flor, Chrys  
**Sent:** Wednesday, February 08, 2017 8:28 AM  
**To:** Adams, Theresa  
**Subject:** FW: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Morning!

Have you had a chance to review the attached document? Just waiting for your approval. I've already received approval emails from the guys. ☺

Thank you,

*Chrys*

**From:** Flor, Chrys  
**Sent:** Friday, February 03, 2017 3:38 PM  
**To:** Adams, Theresa; Ryan, Mark; Lopez, Ricardo  
**Cc:** Cruz, Dina; Pia, Fatima; Ramos, Arvin  
**Subject:** SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Hi,

Attached CRA and MOU for your review. Before I can route up the chain for approval and the Sheriff's signature, I need your approval. If you three can just reply back to this email "Approve" after you've reviewed, I will attach your approval email to the route slip and forward it on up.

Thank you!

*Chrys*

Administrative Analyst III - 0-41 Grants Unit  
☎ 858.974.2271 | 📠 858.974.2109



## Flor, Chrys

---

**From:** Ryan, Mark  
**Sent:** Friday, February 03, 2017 8:14 PM  
**To:** Lopez, Ricardo  
**Cc:** Flor, Chrys; Adams, Theresa; Cruz, Dina; Pia, Fatima; Ramos, Arvin  
**Subject:** Re: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Approve.

Mark

> On Feb 3, 2017, at 3:51 PM, Lopez, Ricardo <[Ricardo.Lopez@sdsheriff.org](mailto:Ricardo.Lopez@sdsheriff.org)> wrote:

>

> Approve

>

> Rick

>

> Ricardo Lopez, Sergeant

> San Diego County Sheriff's Dept

> Criminal Intelligence Detail

> Cell 760-902-7082

>

>

> Sent from my iPhone

>

>> On Feb 3, 2017, at 3:38 PM, Flor, Chrys <[Chrys.Flor@sdsheriff.org](mailto:Chrys.Flor@sdsheriff.org)> wrote:

>>

>> Hi,

>>

>> Attached CRA and MOU for your review. Before I can route up the chain for approval and the Sheriff's signature, I need your approval. If you three can just reply back to this email "Approve" after you've reviewed, I will attach your approval email to the route slip and forward it on up.

>>

>> Thank you!

>>

>> Chrys

>> Administrative Analyst III • O-41 Grants Unit • 858.974.2271 | 6

>> 858.974.2109

>>

>>

>> <SDVC-BRTF\_CRA and MOU.pdf>

>> <SO 11 Route Slip.docx>



# San Diego County SHERIFF'S DEPARTMENT

## MEMORANDUM/ROUTE SLIP

From: Chrys Flor for Sgt. Rick Lopez	974-2271	Bureau/Division, or Section: Management Services	Date: 02/03/17
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Subject:  
SAN DIEGO VIOLENT CRIMES/BANK ROBBERY TASK FORCE (SDVCTF): Cost Reimbursement Agreement (CRA) and MOU for signature

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 Hydar-Adams, Capt.; Mark Ryan, Lt.; Rick Lopez, Sgt. (attached)		x										
2. Dina Cruz, PAA <i>DTC</i>	x											
3. Jill Serrano, CFO	x											
4. Chuck Gaines, Exec. Dir. <i>[Signature]</i>	x											
5. Larry Nesbit, Cmdr. <i>[Signature]</i>	x											
6. Mike Barnett, A/S <i>[Signature]</i>	x											
7. Sandy Toyen, Legal <i>ST</i>	x											
8. Mark Elvin, U/S <i>mfe</i>	x											
9. Bill Gore, Sheriff <i>[Signature]</i>				x				x	x			
10.												

COMMENTS:

Thank you!

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

TASK FORCE FILE # 91-SD-C47778-1

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized San Diego Violent Crimes/Bank Robbery Task Force (SDVCTF) 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 County Sheriff's Department located at 9621 Ridgehaven Ct., San Diego, California 92123, Taxpayer Identification Number: 95-6000934, Phone Number: (858) 974-2222 that:

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

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 Supervisor of the agency 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 agency 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 the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force 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 task force, 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 agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, 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 agency, 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 task force.

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, 2013, must be received by the FBI by December 31, 2013. 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 task force, 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 THE AGENCY:

 JAN 9 2017

Date

William H. [Signature] 2/28/17

Sheriff

Date

FOR THE FBI:

EO/PL

Special Agent in Charge

1/9/17

Date

Contracting Officer

FBI Headquarters

Date



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**FEDERAL BUREAU OF INVESTIGATION  
SAN DIEGO VIOLENT CRIMES/BANK ROBBERY TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the San Diego County Sheriff's Department (SDSD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**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 the San Diego Violent Crimes/Bank Robbery Task Force (SDVCTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. 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**

4. The mission of the SDVCTF is to identify and target for prosecution criminal enterprise groups and individuals responsible for crimes of violence such as bank robbery, Hobbs Act offenses, kidnapping, extortion, transportation crimes, special jurisdiction matters, and other violent incident crimes, as well as to focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SDVCTF 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 dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

1. Overall management of the SDVCTF shall be the shared responsibility of the participating agency heads and/or their designees.
2. The Special Agent in Charge (SAC) of the San Diego Field Office shall designate one Supervisory Special Agent (SDVCTF Supervisor) to supervise the SDVCTF. The SDVCTF Supervisor may designate a Special Agent to serve as the Violent Crimes Task Force Coordinator (Task Force Coordinator). Either the SDVCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SDVCTF.
3. Conduct undertaken outside the scope of an individual's SDVCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SDVCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
4. SDVCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees 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.
5. SDVCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
6. Continued assignment of personnel to the SDVCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SDVCTF Supervisor will also retain discretion to remove any individual from the SDVCTF.

**B. Case Assignments**

7. The FBI SDVCTF Supervisor will be responsible for opening, monitoring, directing, and closing SDVCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
8. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SDVCTF Supervisor.
9. For FBI administrative purposes, SDVCTF cases will be entered into the relevant FBI computer system.

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10. SDVCTF personnel will have equal responsibility for each case assigned. SDVCTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

11. The head of each participating agency shall determine the resources to be dedicated by that agency to the SDVCTF, 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.

**OPERATIONS**

**A. Investigative Exclusivity**

12. It is agreed that matters designated to be handled by the SDVCTF will not knowingly be subject to non-SDVCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SDVCTF's existence and areas of concern.
13. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SDVCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
14. SDVCTF 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**

15. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SDVCTF personnel will be limited to those situations where it is essential to the effective performance of the SDVCTF. These disclosures will be consistent with applicable FBI guidelines.
16. Non-FBI SDVCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SDVCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
17. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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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 SDVCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
19. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SDVCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SDVCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SDVCTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

20. 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 SDVCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
21. SDVCTF reports prepared in cases assigned to SDVCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
22. Records and reports generated in SDVCTF 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 SDVCTF.
23. SDVCTF investigative records maintained at the San Diego Field Office of the FBI will be available to all SDVCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
24. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SDVCTF 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 SDVCTF personnel.
25. All SDVCTF 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.
26. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
27. The Parties acknowledge that this MOU may provide SDVCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or



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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SDVCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

### **INFORMATION SHARING**

28. No information possessed by the FBI, to include information derived from informal communications between SDVCTF personnel and FBI employees not assigned to the SDVCTF, may be disseminated by SDVCTF personnel to non-SDVCTF personnel without the approval of the SDVCTF Supervisor and 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, SDVCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
29. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
30. 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.
31. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
32. 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).
33. 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.

### **PROSECUTIONS**

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

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35. A determination will be made on a case-by-case basis whether the prosecution of SDVCTF 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 SDVCTF.
36. 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 SDVCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

37. 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.
38. 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 as outlined in the Domestic Investigations and Operations Guide 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.
39. 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**

40. All SDVCTF 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 an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May

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41. The parent agency of each individual assigned to the SDVCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
42. The parent agency of each individual assigned to the SDVCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

### **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

43. SDVCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

### **DEPUTATIONS**

44. Local and state law enforcement personnel designated to the SDVCTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SDVCTF or until the termination of the SDVCTF, whichever comes first.
45. Deputized SDVCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

### **VEHICLES**

46. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SDVCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SDVCTF personnel will require the execution of a separate Vehicle Use Agreement.
47. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SDVCTF business.

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16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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48. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SDVCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
49. 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 LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
50. To the extent permitted by applicable law, LEA 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 LEA SDVCTF personnel which is outside the scope of their official duties and assignments under this MOU.

### **SALARY/OVERTIME COMPENSATION**

51. The FBI and LEA remain responsible for all personnel costs for their SDVCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
52. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SDVCTF personnel assigned full-time to SDVCTF, provided overtime expenses were incurred as a result of SDVCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SDVCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

### **PROPERTY AND EQUIPMENT**

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

### **FUNDING**



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54. 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**

55. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SDVCTF operations.
56. 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 SDVCTF investigations may be equitably shared with the agencies participating in the SDVCTF.

### **DISPUTE RESOLUTION**

57. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SDVCTF's objectives.
58. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

### **MEDIA RELEASES**

59. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
60. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

### **SELECTION TO SDVCTF AND SECURITY CLEARANCES**

61. If an LEA candidate for the SDVCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
62. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SDVCTF, the participating agency will be so advised and a request will be made for another candidate.

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63. 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.
64. Before receiving unescorted access to FBI space identified as an open storage facility, SDVCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SDVCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
65. Upon departure from the SDVCTF, each individual whose assignment to the SDVCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

66. 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 SDVCTF.
67. 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 SDVCTF or otherwise relating to the SDVCTF. 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 SDVCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SDVCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
68. 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 individual assigned to the SDVCTF 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 individual 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

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case-by-case basis, and the FBI cannot guarantee such certification to any SDVCTF personnel.

69. 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 individual assigned to the SDVCTF 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 should be provided to Chief Division Counsel (CDC) for the FBI San Diego 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, 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 SDVCTF personnel.
70. Liability for any conduct by SDVCTF personnel undertaken outside of the scope of their 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

71. The term of this MOU is for the duration of the SDVCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
72. Any participating agency may withdraw from the SDVCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SDVCTF at least 30 days prior to withdrawal.
73. Upon termination of this MOU, all equipment provided to the SDVCTF 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 SDVCTF participation.

### MODIFICATIONS

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

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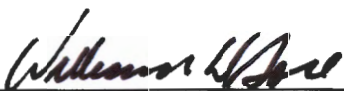
75. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**



Special Agent in Charge  
Federal Bureau of Investigation

1/9/17  
Date



Sheriff  
San Diego County Sheriff's Department

2/28/17  
Date



**Flor, Chrys**

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**From:** Flor, Chrys  
**Sent:** Thursday, February 09, 2017 8:28 AM  
**To:** Adams, Theresa  
**Subject:** RE: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Thank you!

Hope your leg/foot is healing well! ☺

*Chrys*

**From:** Adams, Theresa  
**Sent:** Wednesday, February 08, 2017 7:31 PM  
**To:** Flor, Chrys  
**Subject:** RE: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Approved. I am TTD so I can't sign the actual roster.

**From:** Flor, Chrys  
**Sent:** Wednesday, February 08, 2017 8:28 AM  
**To:** Adams, Theresa  
**Subject:** FW: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Morning!

Have you had a chance to review the attached document? Just waiting for your approval. I've already received approval emails from the guys. ☺

Thank you,

*Chrys*

**From:** Flor, Chrys  
**Sent:** Friday, February 03, 2017 3:38 PM  
**To:** Adams, Theresa; Ryan, Mark; Lopez, Ricardo  
**Cc:** Cruz, Dina; Pia, Fatima; Ramos, Arvin  
**Subject:** SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Hi,

Attached CRA and MOU for your review. Before I can route up the chain for approval and the Sheriff's signature, I need your approval. If you three can just reply back to this email "Approve" after you've reviewed, I will attach your approval email to the route slip and forward it on up.

Thank you!

*Chrys*

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

## Flor, Chrys

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**From:** Ryan, Mark  
**Sent:** Friday, February 03, 2017 8:14 PM  
**To:** Lopez, Ricardo  
**Cc:** Flor, Chrys; Adams, Theresa; Cruz, Dina; Pia, Fatima; Ramos, Arvin  
**Subject:** Re: SDVC-BRTF: For Your Approval; CRA and MOU, January 2017 - Indefinite

Approve.

Mark

> On Feb 3, 2017, at 3:51 PM, Lopez, Ricardo <[Ricardo.Lopez@sdsheriff.org](mailto:Ricardo.Lopez@sdsheriff.org)> wrote:

>

> Approve

>

> Rick

>

> Ricardo Lopez, Sergeant

> San Diego County Sheriff's Dept

> Criminal Intelligence Detail

> Cell 760-902-7082

>

>

> Sent from my iPhone

>

>> On Feb 3, 2017, at 3:38 PM, Flor, Chrys <[Chrys.Flor@sdsheriff.org](mailto:Chrys.Flor@sdsheriff.org)> wrote:

>>

>> Hi,

>>

>> Attached CRA and MOU for your review. Before I can route up the chain for approval and the Sheriff's signature, I need your approval. If you three can just reply back to this email "Approve" after you've reviewed, I will attach your approval email to the route slip and forward it on up.

>>

>> Thank you!

>>

>> Chrys

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>> 858.974.2109

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>> <SDVC-BRTF\_CRA and MOU.pdf>

>> <SO 11 Route Slip.docx>