



# San Diego County SHERIFF'S DEPARTMENT

## MEMORANDUM/ROUTE SLIP

From: Chrys Flor	974-2271	Bureau/Division, or Section: Management Services	Date: 02/28/17
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Subject:  
CHILD EXPLOITATION TASK FORCE: MOU and CRA  
HUMAN TRAFFICKING TASK FORCE: MOU and CRA

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.; Christina Bavencoff, Lt. (approval email attached)		x										
2. Dina Cruz, PAA <i>BTC</i>	x											
3. Jill Serrano, CFO <i>J</i>	x											
4. Chuck Gaines, Exec. Dir. <i>CG</i>	x											
5. Larry Nesbit, Cmdr. <i>LN</i>	x											
6. Mike Barnett, A/S <i>MB</i>	x											
7. Sandy Toyen, Legal <i>ST</i>	x											
8. Mark Elvin, U/S <i>ME</i>	x											
9. Bill Gore, Sheriff <i>mg</i>				x				x	x			
10.												

### COMMENTS:

County Counsel has already reviewed and approved these documents.

Thank you!

**Flor, Chrys**

**From:** Flor, Chrys  
**Sent:** Tuesday, February 28, 2017 8:33 AM  
**To:** Adams, Theresa  
**Cc:** Bavencoff, Christina; Cruz, Dina; Nesbit, Larry; Ramos, Arvin; Smith Jr, Robert T  
**Subject:** FW: FOR APPROVAL: CETF and HTTF MOUs and CRAs  
**Attachments:** CETF\_MOU\_Final for Sig.docx; CETF\_CRA\_Final for Sig.docx; HTTF\_CRA\_Final for Sig.docx

Thank you!

'Ok' on the routing ☺

Reason Codes:

**CETF:**

839	Child Exploitation Task Force ( <b>Note: Charge to Dept ID 39595</b> )	02/27/17	<b>Indefinite</b>	Revenue Offset OT
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**HTTF:**

832	FBI Human Trafficking Task Force (HTTF)( <b>Charge to DeptID 39768</b> )	10/01/16	<b>Indefinite</b>	Revenue Offset OT
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*Chrys*

**From:** Adams, Theresa  
**Sent:** Tuesday, February 28, 2017 7:00 AM  
**To:** Flor, Chrys; Bavencoff, Christina  
**Cc:** Cruz, Dina; Ramos, Arvin; Smith Jr, Robert T; Nesbit, Larry  
**Subject:** RE: FOR APPROVAL: CETF and HTTF MOUs and CRAs

Looks good. Approved.

Chrys,  
Please make sure these are routed to me for approval each month like all of the other reimbursements. Also, refresh my memory on which code we were going to use for this OT when the time comes. I know we selected one but I am playing catch up from my time away.  
Thanks for your help on this,  
Theresa

**From:** Flor, Chrys  
**Sent:** Monday, February 27, 2017 11:56 AM  
**To:** Bavencoff, Christina  
**Cc:** Adams, Theresa; Cruz, Dina; Ramos, Arvin  
**Subject:** RE: FOR APPROVAL: CETF and HTTF MOUs and CRAs

**From:** Flor, Chrys

**Sent:** Wednesday, February 22, 2017 1:18 PM

**To:** Adams, Theresa; Bavencoff, Christina

**Cc:** Cruz, Dina; Ramos, Arvin

**Subject:** FOR APPROVAL: CETF and HTTF MOUs and CRAs

Hi!

Ready to route the attached MOUs and CRAs for the CETF and HTTF.

If you approve, please reply "Approve" to this email which I'll attach to the route slip, and begin the routing process on this end.

Thank you!

*Chrys*

Administrative Analyst III • O-41 Grants Unit

☎ 858.974.2271 | 📠 858.974.2109

**Flor, Chrys**

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**From:** Bavencoff, Christina  
**Sent:** Monday, February 27, 2017 1:37 PM  
**To:** Flor, Chrys  
**Cc:** Adams, Theresa; Cruz, Dina; Ramos, Arvin  
**Subject:** RE: FOR APPROVAL: CETF and HTTF MOUs and CRAs

approved

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**From:** Flor, Chrys  
**Sent:** Monday, February 27, 2017 11:56 AM  
**To:** Bavencoff, Christina  
**Cc:** Adams, Theresa; Cruz, Dina; Ramos, Arvin  
**Subject:** RE: FOR APPROVAL: CETF and HTTF MOUs and CRAs

Just fyi, corrections made; see attached ☺

*Chrys*

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**From:** Bavencoff, Christina  
**Sent:** Friday, February 24, 2017 11:06 PM  
**To:** Flor, Chrys; Adams, Theresa  
**Cc:** Cruz, Dina; Ramos, Arvin  
**Subject:** RE: FOR APPROVAL: CETF and HTTF MOUs and CRAs

Chrys, I approve....there were just a couple minor grammatical corrections that I scanned and attached. One sheet is the CETF MOU and the other is from the cost reimbursable agreements.

Thank you,

Christina

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**From:** Flor, Chrys  
**Sent:** Wednesday, February 22, 2017 1:18 PM  
**To:** Adams, Theresa; Bavencoff, Christina  
**Cc:** Cruz, Dina; Ramos, Arvin  
**Subject:** FOR APPROVAL: CETF and HTTF MOUs and CRAs

Hi!

Ready to route the attached MOUs and CRAs for the CETF and HTTF.

If you approve, please reply "Approve" to this email which I'll attach to the route slip, and begin the routing process on this end.

Thank you!

*Chrys*

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



**FEDERAL BUREAU OF INVESTIGATION  
HUMAN TRAFFICKING TASK FORCE (HTTF)  
*Memorandum of Understanding (MOU)***

**PARTIES**

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

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of SHERIFF Human Trafficking Task Force (HTTF) participants, maximize inter-agency cooperation, and formalize relationships between the Participating Agencies for policy guidance, planning, training, and public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the HTTF is to provide a rapid, proactive, and intelligence-driven investigative response to investigate and prosecute sex trafficking; forced labor trafficking; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

**SUPERVISION AND CONTROL**

5. Overall management of the HTTF shall be the responsibility of the Special Agent in Charge (SAC) of the San Diego Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the HTTF.
7. Responsibility for conduct, not under the direction of the SAC or SSA, of each HTTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
8. Each HTTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. HTTF members will be subject to a limited background check as required in order to obtain deputization under U.S.C. Title 28, Code of

Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

9. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
10. Each HTTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
11. Continued assignment to the HTTF will be based on performance and at the discretion of each HTTF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the HTTF.

#### **RESOURCE CONTROL**

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

#### **REPORTS AND RECORDS**

13. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the HTTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

#### **SALARY/OVERTIME COMPENSATION**

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

#### **LIABILITY**

16. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the HTTF.
17. The SHERIFF shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the HTTF or otherwise relating to the HTTF.

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

#### **DURATION**

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

#### **MODIFICATIONS**

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

#### **SIGNATORIES**

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

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

\_\_\_\_\_  
Print Name: **Mark Day**  
Title: **Senior Deputy County Counsel**  
Organization: **County of San Diego**  
Date:

\_\_\_\_\_  
Print Name:  
Title:  
Organization:  
Date:

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

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

TASK FORCE FILE # 50-SD-C66039

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

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

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

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

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

5) The number of officers assigned full-time to the HTTF 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 HTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.



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

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


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

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

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

FOR SHERIFF:

FOR THE FBI:

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

\_\_\_\_\_  
Special Agent in Charge Date