

**SAN DIEGO LAW ENFORCEMENT COORDINATION CENTER (SDLECC)  
UPDATED MEMORANDUM OF UNDERSTANDING (MOU)**

**PARTIES**

This MOU, constituting a Multi-Agency Initiative (MAII), supersedes the original 2005 agreement entered into by Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), Immigration and Customs Enforcement, Homeland Security Investigation, U.S. Customs and Border Protection, U.S. Border Patrol of the San Diego Sector, Chula Vista Police Department, the High Intensity Drug Trafficking Area (San Diego and Imperial HIDTA), Imperial County Police Chiefs Association, San Diego Police Department, San Diego County Sheriff's Department, and the San Diego Area Fire Chiefs Association representative (hereinafter referred to as the participating parties). The MAII outlines a cooperative effort to centralize the intake, analysis, fusion, synthesis, and appropriate dissemination of criminal and counterterrorism intelligence in the San Diego and Imperial County region.

To coordinate and share intelligence between federal, state, local, tribal, and private sector partners is a central and significant component for the SDLECC in preventing or mitigating criminal and homeland security related threats. The SDLECC combines the coordination and information sharing efforts of all participating agencies, which enhance the SDLECC's ability to predict, prevent and respond to unlawful activity and threats to San Diego and Imperial County.

The SDLECC is open to participation from all law enforcement, fire, public health, and other governmental agencies (hereinafter referred to as "public safety"). The LECC currently comprises representatives from the Drug Enforcement Administration (DEA); the Federal Bureau of Investigation (FBI); Department of Homeland Security (DHS); California Department of Justice (Cal-DoJ); California Highway Patrol (CHP); California National Guard; Chula Vista Police Department; County of San Diego Probation Department; InfraGard; San Diego County Sheriff's Department; San Diego Police Department; U.S. Customs and Border Protection; U.S. Border Patrol; U.S. Immigration and Customs Enforcement (ICE); and the Transportation Security Administration (TSA).

**I. AUTHORITY**

The authority for entering into this MOU can be found at 28



U.S.C. Section 533; 42 U.S.C. Section 3771; 28 C.F.R. Section 0.85; 28 C.F.R. Section 101; and 28 C.F.R. Section 103; and sections 2001 and 2002 of the Intelligence Reform and Terrorism Prevention Act of 2004.

## **II.**

### **PURPOSE OF THE MOU**

This MOU supersedes the original MOU, established in 2005, and delineates the mission and organization of the SDLECC in addressing the complex problem of the management, analysis, and dissemination of criminal, narcotics trafficking, and counterterrorism-related intelligence affecting the San Diego and Imperial County region.

The purpose of this MOU is to revise and update a common understanding of the policies and procedures that the personnel of the SDLECC and participating agencies will follow in providing public safety services to the citizens of California and the United States of America.

This MOU is an agreement among the participating parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against any participating party to this MOU, the SDLECC, the United States, the State of California, or any county, city or locality, or the respective departments, agencies, officers, employees, agents, or associated personnel thereof. The participating parties will seek to resolve any disputes regarding this MOU through consultation.

## **III.**

### **MISSION OF THE SDLECC**

The mission of the SDLECC, a regional all-crimes intelligence fusion center, is to direct, integrate, analyze, produce, and disseminate criminal and terrorism threat intelligence information affecting, or having the potential to affect, the San Diego and Imperial county region. The SDLECC also disseminates developed intelligence, provides analytical case support, analyzes trends, and provides tailored analytical products to the San Diego and Imperial County public safety partners and stakeholders. The SDLECC is partnered and designed to work in conjunction with the FBI's Joint Terrorism Task Force (JTTF) and the Field Intelligence Group (FIG).

The FIG is the FBI's analytical unit for counterterrorism and general criminal intelligence. Designated FIG personnel from the San Diego Field Office assigned to the SDLECC will be a component



of the SDLECC. The FIG personnel will coordinate to produce analytical products, coordinated with the FIG, JTTF and other FBI components to conduct monthly meetings with the SDLECC to discuss regional threats and trends. At the same time, the FIG personnel assigned to the SDLECC will fulfill its primary organizational function for the FBI.

The JTTF is an FBI led counterterrorism task force and the investigators, supervisory and management staff, analysts, and support personnel continue to be co-located in the same facility as the SDLECC. The SDLECC and JTTF will remain autonomous, independent entities and retain their current organizational and supervisory structures. Terrorism-related intelligence developed by the SDLECC will be immediately provided to the JTTF.

The SDLECC will serve as the State of California Regional Threat Assessment Center (RTAC) for the San Diego and Imperial County Region. The SDLECC collaborates with the five other RTACs in the State of California which forms the State Threat Assessment System (STAS). It is the responsibility of each RTAC, according to the STAS Concept of Operations and Strategic Business Plan, to develop regional threat and vulnerability threat assessment information; act as the tactical collection, analysis, and dissemination center for homeland security information in the RTAC's region; coordinate homeland security training; and coordinate the comprehensive Terrorism Liaison Officer (TLO) Program.

The SDLECC will generate regionally-based terrorism and homeland security information, share relevant intelligence products, and act as an information-sharing conduit between various federal, state, local, and tribal public safety and homeland security agencies for terrorism and homeland security-related information.

The SDLECC will support regional and local infrastructure protection initiatives by providing analytical support and producing threat assessments. The SDLECC will also support public safety training related to terrorism awareness and analysis.

All participating parties agree to abide by the United States Attorney General's Guidelines for Domestic FBI Operations (AG Guidelines) effective on 09/29/2008, and the Attorney General Guidelines for FBI National Security Investigations and Foreign Intelligence Collection, effective 10/31/03, as they pertain to International Terrorism matters.

The pre-established San Diego Imperial County Regional Narcotics Information Network (NIN), now identified as the SDLECC Watch Center, is fully integrated into the SDLECC structure. The SDLECC Watch Center will continue to serve as the primary



deconfliction system for San Diego and Imperial Counties for drug trafficking and criminal law enforcement activities, to include counterterrorism investigations. The SDLECC Watch Center will continue to provide case and event deconfliction services, facilitate intelligence sharing, and enhance officer safety throughout San Diego and Imperial Counties. The SDLECC will continue to provide tactical and strategic support to the San Diego and Imperial HIDTA counterdrug mission and fulfill the HIDTA Investigative Support Center requirements of the Office of National Drug Control Drug Policy (ONDCP) guidelines for HIDTAS.

#### **IV. ORGANIZATIONAL STRUCTURE AND MANAGEMENT OF THE SDLECC**

##### **A. MEMBERS**

The SDLECC shall consist of a coalition of supervisors, officers, agents, and analysts from local, state, federal and tribal public safety and intelligence agencies.

Any local, state, or federal agency with statutory law enforcement, intelligence, or counterterrorism jurisdiction may join the SDLECC as a participating party and shall have the same rights, privileges, obligations, and responsibilities as the original participating parties.

##### **B. SDLECC EXECUTIVE BOARD**

The SDLECC is governed by the SDLECC Executive Board. The Board consists of executives from the San Diego County Sheriff, the Sheriff of Imperial County, the Chief of the San Diego Police Department, the President of the San Diego and Imperial County Chiefs and Sheriff's Associations, and the Special Agents in Charge of the FBI, DEA, and DHS/HSI, U.S. Border Patrol, or their designees. The Executive Board will be consulted concerning policy and finance matters of the SDLECC and any operational issues which cannot be resolved between the participating parties. At its discretion, the Executive Board may invite executive leaders from other public safety agencies from the San Diego and Imperial counties to join the Board or attend its meetings.

The Executive Board will select from the Board members a Chair and Co-Chair every two years.

##### **C. DIRECTION OF SDLECC AND RESOURCE CONTROL**

Responsibility for the overall policy and direction of the





SDLECC shall rest with the Director, as chosen by the SDLECC Executive Board. The Director of the SDLECC will closely coordinate with the Executive Board on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Participating agencies shall retain specific control over their SDLECC resources and the continued dedication of these resources to the SDLECC, and will be kept fully apprised by their respective subordinates.

#### **D. SUPERVISION OF SDLECC**

Day-to-day supervision and operation of the center is the responsibility of the Director and two Deputy Directors. Branch or Unit Supervisors, who report to the Deputy Directors, are drawn from participating agencies. The Director serves as the senior administrator for the SDLECC, and is the highest authority on the implementation of SDLECC policies.

Responsibility for the conduct of the SDLECC members shall remain with their respective agency heads. All SDLECC members will keep their respective superiors informed of pertinent developments.

Each SDLECC participant will be subject to the personnel rules, regulations, laws, and policies applicable to their respective agencies. FBI participants will continue to adhere to the FBI's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.

#### **E. PHYSICAL LOCATION AND SUPPORT**

The FBI currently provides secure office space and location support to all SDLECC members. The SDLECC office location offers a range of redundant physical security countermeasures and will be managed as a low-to no-visibility regional intelligence center. Security specifications and standards will be in accordance with those mandated by the Security Division of the FBI. Subject to availability, the FBI will provide and procure office space and be responsible for administering the term of the lease for the SDLECC.

#### **F. COMMITMENT OF PERSONNEL**

The SDLECC staff consists of civilian and sworn personnel assigned by the participating parties. The participating parties and other regional public safety and governmental organizations form the in-place cadre of the SDLECC.



The participating agencies will also assign supervisory and management staff, as well as sworn personnel, analysts and support staff to the SDLECC. A candidate for the SDLECC will not be a member unless he or she is able, while at the SDLECC office location, to devote the majority of their time to the SDLECC assignments. Continued assignment of members will be made at the discretion of their respective agencies, consistent with those agencies' guidelines. Any agency wishing to reduce its personnel contribution at the SDLECC shall give written notice to the SDLECC Director of its intent to do so thirty (30) days prior to the reduction.

#### **G. MOU CHANGES**

Any changes and additions to the MOU shall be made by written amendments to this MOU, and shall not be effective until approved in writing by the Parties. Every five years, or more frequently as requested by the Parties, a joint review of this MOU may occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

#### **H. INFORMATION HANDLING POLICIES**

The SDLECC will handle classified information, law enforcement sensitive and public safety sensitive information. SDLECC members with Secret or Top Secret security clearances will be granted access to classified information up to the level for which the member has been cleared, and for which the member has a need to know and right to know. SDLECC members agree not to disclose any classified information to anyone not authorized to receive classified information at the specified classification level, and who do not also have a need to know, right to know. SDLECC members shall agree to execute any applicable non-disclosure agreements, including, but not limited to, a Classified Information Non-Disclosure agreement (SF-312) and a Non-disclosure for Joint Task Force/Contract Members (FD-868), as may be necessary or required by the FBI.

The SDLECC will develop a privacy policy to implement the STAS Privacy Policy, which is currently in use at the center. The STAS Privacy Policy provides authoritative guidance and direction, and establishes policies and procedures regarding the manner in which information is collected, received, maintained, archived, accessed, or disclosed, by and within the six participating fusion centers of the California STAS system, to other governmental entities, private contractors, and the general public.

The STAS Privacy Policy guidelines comply with 28 C.F.R., the California Attorney General's Model Standards and Procedures for



Maintaining Criminal Intelligence Files (CA AG's Guidelines) and the California Constitution. This policy does not apply to national security classified information.

#### **I. RECORDS AND REPORTS**

Participating Parties will utilize their own forms, recordkeeping, and reporting methods. Reports prepared by the SDLECC will be shared with all SDLECC analysts and sworn personnel, with the proper security clearances and the need to know.

Each Participating Party retains sole ownership of, exclusive control over, and sole responsibility for the information it contributes to the SDLECC (referred to hereafter as proprietary information). All reports from Participating Parties will clearly identify the contributing party of any proprietary information. The use of any proprietary information in the report or analytical product of any Participating Party, or any joint report prepared by the SDLECC, must be expressly authorized by the contributing Participating Party.

If the Participating Party becomes aware of any inaccuracy in the information provided to the SDLECC, it has the responsibility to correct that information and advise the SDLECC of such correction.

#### **J. SALARY/COMPENSATION**

Salaries of SDLECC members will be paid by their respective agencies. Compensatory time and overtime incurred in the performance of the SDLECC responsibilities will be reimbursed by their respective agencies unless a separate agreement is executed between parties.

#### **K. FUNDING/REIMBURSEMENT**

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 participating parties of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each participating party shall bear its own costs in relation to this MOU. Expenditures by each participating party will be subject to each participating party's 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.

Reimbursement for services provided by each party pursuant to




withdrawing agency may have supplied during any SDLECC participation. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a parties' participation in this MOU shall survive any termination. Any modification of this MOU will be effected with the written mutual consent of all the agencies involved.

**The following signatories agree to the updated terms of the SDLECC MOU:**

**SIGNATORIES:**

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**Shelly Zimmerman**  
**CHIEF OF POLICE**  
**City of San Diego**

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**William D. Gore**  
**SHERIFF**  
**San Diego County, California**

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**Roxana Kennedy**  
**Chief of Police**  
**Chula Vista Police Department**

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**David Shaw**  
**SPECIAL AGENT IN CHARGE**  
**Immigration and Customs Enforcement**  
**Homeland Security Investigations**

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**Richard Barlow**  
**Chief Patrol Agent**  
**U.S. Customs and Border Protection**





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Eric Birnbaum  
SPECIAL AGENT IN CHARGE  
Federal Bureau of Investigation

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Bill Sherman  
SPECIAL AGENT IN CHARGE  
Drug Enforcement Administration

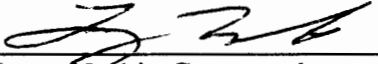
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Pete Flores  
Director Field Operations  
U.S. Customs and Border Protection

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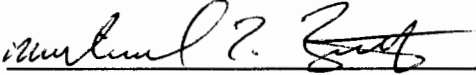
Donald H. Butz  
Fire Chief  
Lakeside Fire Protection District



  
Larry Nesbit, Commander  
Law Enforcement Services Bureau - Investigations  
Date: 03-06-17


☒ Approve ☐ Disapprove

Comments: \_\_\_\_\_  
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Michael R. Barnett, Assistant Sheriff  
Law Enforcement Services Bureau  
Date: MAR 06 2017

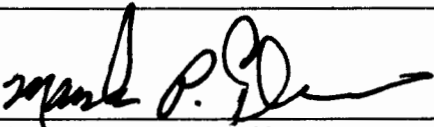
☒ Approve ☐ Disapprove

Comments: \_\_\_\_\_  
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Sanford Toyen, Legal Advisor  
Office of the Sheriff  
Date: 3-13-17


☒ Approve ☐ Disapprove

Comments: \_\_\_\_\_  
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Mark Elvin, Undersheriff  
Office of the Sheriff  
Date: 3-15-17

☒ Approve ☐ Disapprove

Comments: \_\_\_\_\_  
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William D. Gore, Sheriff  
Date: \_\_\_\_\_

☐ Approve ☐ Disapprove

Comments: \_\_\_\_\_  
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