



San Diego Law Enforcement Coordination Center (SD-LECC)

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2017 by and between the San Diego County Sheriff acting in his capacity as fiduciary and fiscal agent of the San Diego Law Enforcement Coordination Center herein referred to as "SD-LECC," a federal-state-local law enforcement intelligence center, and the California Highway Patrol, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties," and

WHEREAS, the Parties provide Public Safety services within their jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Parties are committed to complete cooperation and coordination in providing the highest level of Public Safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. **PURPOSE:**

The purpose of this MOU is to provide for the administration of a grant that was awarded to establish the SD-LECC, which will provide a local and coordinated approach to addressing the complex problem of terrorism affecting the Department of Homeland Security and the United States of America; including the staffing arrangements for those public entities contributing human resources to work in the SD-LECC.

2. **MISSION AND OBJECTIVES:**

The SD-LECC will focus primarily on International and Domestic Terrorism matters, develop and disseminate intelligence products, and will facilitate interagency planning, manage information resources, and function as an operational resource for incident commanders, in the areas of technical expertise and decision alternatives. The SD-LECC will function as an information gathering, fusion, dissemination, and advisory group and its recommendations will not be binding on any of the Parties.

3. **ORGANIZATION, STRUCTURE, AND DIRECTION:**

- a. Agency has agreed to support the efforts and philosophy of the SD-LECC. In addition, Agency may decide to assign one or more members of its staff

or contractors to the SD-LECC, for the purpose of executing SD-LECC activities and functions.

- b. The SD-LECC will operate within the existing organizational structure of the SD-LECC, managed by the Director of the fusion center. This organization has been determined to be consistent with the California Governor's Office of Emergency Services (Cal OES) grant and regulatory framework. Responsibility for overall policy and direction of the SD-LECC will rest with the SD-LECC Executive Board, through its designee, the SD-LECC Director. Decisions on significant matters of mutual concern to all Parties, relating to such policy and decisions will be reported in a timely fashion to the other party.
- c. The number of staff the Agency details to the SD-LECC and the authority to assign general tasks to agency's employees and contractors, within the mission and objectives of the SD-LECC, will be retained by the Agency.
- d. Day-to-day operations of the SD-LECC will be the responsibility of the SD-LECC Director or his/her designee.

4. 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. Annually, or more frequently as requested by the Parties, a joint review of this MOU shall occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

5. REIMBURSEMENT:

Reimbursement for services provided by each party pursuant to this MOU shall be through existing reimbursement policies, procedures, and protocols. The San Diego County Sheriff has been designated to be the fiscal agent of the SD-LECC. The Sheriff will seek the necessary Board of Supervisor authorization to sign contracts involving expenditures of SD-LECC funds. The San Diego Sheriff's Office does not recover administrative costs for management and administration of the SD-LECC grant (San Diego County Office of Emergency Services receives these funds).

The San Diego Sheriff's Department may provide for grant-reimbursable travel of Agency personnel on SD-LECC business using existing Sheriff's Department procedures. The reimbursement process will be handled by the Sheriff's Department and all reimbursed monies will be returned to the Sheriff's Department through normal grant procedures.

6. PHYSICAL LOCATION AND SUPPORT:

The SD-LECC will arrange for and provide office space and basic office equipment, such as facsimile and photocopy machines, automation and technical support, for daily operations of the SD-LECC.

to the SD-LECC. Personnel assigned to the SD-LECC must have at least a Secret Security Clearance. Background checks for security clearances are performed and determined by the Federal Bureau of Investigation (FBI) or the Department of Homeland Security (DHS).

13. SALARY, OVERTIME, AND BENEFIT COMPENSATION:

Salaries and benefits for agency personnel assigned to the SD-LECC will be paid by Agency. The SD-LECC cannot reimburse Agency for overtime; therefore, unless otherwise authorized by Agency, there will be no overtime for Agency personnel.

14. DURABILITY:

This MOU shall become operational and effective upon execution by the Parties. The MOU shall remain for a term of five years, and may be extended by amendment of the agreement. Parties may terminate the MOU agreement at any time by giving written notice to the other Parties at least sixty (60) days prior to the effective date of termination.

15. BENEFITS AND IMMUNITIES:

The Parties shall agree that the provisions of this MOU are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this MOU.

16. INDEMNIFICATIONS:

Notwithstanding the provisions of Government Code Section 895.2, Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this MOU. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and/or officers.

17. SIGNATORIES NOT AGENTS:

Parties to this MOU shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever.

18. ASSIGNMENT PROHIBITED:


Parties to this MOU may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

19. NON-DISCRIMINATION:

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental

disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date as written below.



Sheriff William Gore
San Diego County Sheriff's Department

9/5/17

DATE

Director Leslie Gardner
San Diego Law Enforcement Coordination Center

DATE

Commissioner Joseph Farrow
California Highway Patrol

DATE

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