


# Memorandum

To : SUMI THOMISON, Chief  
Accounting Office  
Division of Administrative Support

Date: January 15, 2015

Telephone: (916) 319-9570  
Facsimile: (916) 731-2132

From :   
JOHN MARSH, Bureau Chief  
Bureau of Investigation  
Division of Law Enforcement

Subject : Memorandum of Understanding (MOU) Renewal and Amendment to CCIC


Attached for your review and approval is a second renewal and amendment for the MOU between the Department of Justice, Bureau of Investigation, and the Sacramento County Sheriff's Department, Central California Intelligence Center (CCIC).

This renewal and amendment extends the original agreement for an additional one year period of January 1, 2015 through December 31, 2015. The agreement also includes amended salaries for calendar year 2015.

Once signed, please return the agreement to the attention of Patricia Perez, Division of Law Enforcement, Bureau of Investigation. Should you have any questions regarding this agreement, you may contact Patricia at (916) 319-8594.

pp

Attachment

APPROVED

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

REGIONAL THREAT ASSESSMENT CENTER (RTAC)

PREAMBLE

This Memorandum of Understanding (MOU) is entered into between the Sacramento-area Regional Threat Assessment Center (RTAC) and the Federal Bureau of Investigation (FBI) hereinafter referred to as "the Parties."

I. PURPOSE

- A. This MOU delineates the responsibilities and resource commitments of FBI (Sacramento Division) and the RTAC.
- B. This MOU is an agreement among the 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 the FBI, the Department of Justice, the United States, the RTAC, or any state, locality, or other sponsor under whose auspices a party is participating in the RTAC, or the officers, directors, employees, detailees, agents, representatives, task force members, contractors, subcontractors, consultants, advisors, successors, assignees or other agencies thereof.

II. MISSION

A full partnership between the Sacramento-area Regional Threat Assessment Center and the FBI represents a key element of optimizing our combined reach and extending our capacity through robust interaction with state, local, tribal and private sector partners. The FBI's commitment to the RTAC further enhances the ability to provide those tools which assist law enforcement in intelligence-led policing. This partnership will further develop the requirements management process that translates intelligence needs into

requirements to collect information, produce intelligence reports, and disseminate intelligence products to relevant customers.

III. AUTHORITY

Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, and Annex II to National Security Presidential Decision Directive (NSPD) 46/Homeland Security Presidential Directive (HSPD) 15, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism and other major crimes within both state and federal jurisdictions. By virtue of that same authority, the FBI is participating in the RTAC composed of other federal, state, local, tribal, and private sector organizations acting in support of the above listed statutory and regulatory provisions.

IV. CONTROLLING DOCUMENTS

All FBI assignees and participants must adhere to all guidance on investigative and intelligence matters issued by the Attorney General of the United States and the FBI, to include the "Domestic Investigations and Operations Guide" of October 15, 2011 (or successor editions). This MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or confidential human sources. This MOU in no manner affects any existing MOUs or agreements between the FBI and any other agency.

V. STAFFING COMMITMENT

- A. As an RTAC Member Agency, the FBI hereby agrees to be a Principal Member of the RTAC and, based on available staffing, shall contribute the following resources to the Fusion Center:

The FBI agrees to assign one full time Fusion Center Intelligence Analyst to the RTAC. Absent extraordinary circumstances, any FBI Intelligence Analyst or Agent designated by the FBI to be detailed to the RTAC will be detailed for a minimum period of two years. Personnel detailed by the FBI to the RTAC shall hold and maintain a Top Secret/SCI clearance or hold and maintain a minimum of a Secret clearance, with a request for Top Secret/SCI clearance in process.

- B. Responsibility for the conduct of each FBI RTAC assignee, both personally and professionally, shall remain with the FBI. During this detail, FBI RTAC assignees will continue to work at the direction of an

FBI supervisor, under the rules, regulations, laws, and policies applicable to FBI employees.

VI. INFORMATION MANAGEMENT

- A. Information developed from FBI investigations and operations will be disseminated to RTAC partners in accordance with federal statutes and regulations, court orders, Executive Orders, Department of Justice, and FBI policies. FBI information disseminated to RTAC partners may not be: (1) further disseminated outside the RTAC; (2) entered into a RTAC-generated report intended for external dissemination; (3) used as a basis for investigative or law enforcement activity by RTAC partners; or, (4) shared with non-law enforcement personnel (e.g., private corporation or fire and rescue representatives) without the approval of an on-scene FBI supervisor.
- B. To the extent information received as a result of this MOU results in a request or demand for that (or related) information from FBI files under federal or state law, including state "sunshine" or freedom of information laws, or federal or state criminal discovery, or is the subject of or is responsive to a request for information under the Freedom of Information Act, the Privacy Act, or a Congressional inquiry, such disclosure may only be made after consultation with, and only upon approval of, the FBI.
- C. Terrorism related threat information will continue to flow to the FBI Joint Terrorism Task Force (JTTF) as the recognized and designated environment in which Federal-to-local operational partnerships take place to detect, investigate, and disrupt terrorist threats or pursue perpetrators.
- D. In addition to the other provisions of Section VI, the sharing of terrorist screening information from the Terrorist Screening Center (TSC) has additional restrictions. All parties to this MOU acknowledge that it is the policy of the U.S. Government to neither confirm nor deny watchlist status. Information about whether a person is on a terrorist watchlist is proprietary information of the TSC and a federal record that is only provided to RTAC under this MOU for intelligence and lead purposes. To protect the operational interests of the FBI and other government agencies contributing information to the TSC, such information will not be used in affidavits, subpoenas, or submissions in legal, judicial, or administrative proceedings, unless expressly authorized in writing by the Director of the TSC. Any violation of this subsection may be grounds for withholding future access to TSC terrorist screening information by the offending individuals and/or Parties, or may be grounds for terminating this MOU.

- E. Media releases relating to FBI intelligence or operational activities will be mutually agreed upon and jointly handled by the FBI Sacramento Division and the RTAC.

VII. FUNDING

This MOU is neither an obligation or commitment of funds, nor a basis for the transfer of funds. Rather, it is a basic statement of the understanding between the Parties to commit resources to the RTAC. 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 each organization'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 additional funds for such expenditures.

IX. PRIVACY AND CIVIL LIBERTIES

- A. The Parties agree to comply with all applicable laws protecting privacy, civil rights, and civil liberties in the collection, use, analysis, retention, destruction, sharing, and disclosure of information through the RTAC, including, to the extent applicable, the privacy guidelines established for the Information Sharing Environment created by §1016 of the Intelligence Reform and Terrorism Prevention Act of 2004.
- B. The Parties agree to review and make appropriate changes, if any, to their privacy compliance documents, including, with respect to federal parties, applicable Privacy Act system of records notices, (e)(3) notices, and privacy policies (including policies applicable to the Information Sharing Environment) in advance of the implementation of this MOU to ensure that the scope and routine uses of such notices and policies permit the collection, maintenance, and sharing of personal information as set forth in this MOU and, with respect to non-federal parties, applicable requirements imposed by state privacy laws.
- C. Each party agrees that the RTAC has now, or will develop, a privacy policy that comports, to the extent practicable, with the Privacy Policy Development Guide published by the Department of Justice as part of the Global Information Sharing Initiative.
- D. This MOU does not alter the Parties' civil and financial liabilities, if any, and pursuant to applicable law. The FBI shall not be responsible for any

civil or financial claim that does not arise from an act or omission of an FBI employee.

- E. Information provided to state or local government partners by the FBI under this MOU will remain under the control of the FBI and shall be exempt from state or local government law authorizing or requiring the disclosure of such information, including homeland security information in accordance with Section 892(e) of the Homeland Security Act of 2002.
- F. Each Party that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant. 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.
- G. Section (c) of the Privacy Act, 5 U.S.C. 552a(c), requires that an agency maintain the ability to provide an accounting for PII disclosures made outside the disclosing agency. The accounting must include the date, nature, and purpose of each disclosure and the name and address of the person or agency to which the disclosure is made. The accounting must be maintained for five years after the disclosure for which the accounting is required or for the life of the record, whichever is longer. To the extent that this provision of the Privacy Act is applicable to disclosures of PII made under the MOU, each Party will be responsible for compliance.

X. DURATION AND MODIFICATION

- A. The term of this MOU continues in force until terminated. The MOU may be terminated at will by either Party, as long as at least sixty (60) days written notice is provided to the other Party. Upon termination of the MOU, all equipment will be returned to the supplying Party.
- B. Notwithstanding this provision, the provisions of Paragraph VI, entitled INFORMATION MANAGEMENT, will continue until all potential liabilities have survived termination of this MOU.
- C. This MOU may be amended only by mutual, written consent of the Parties. The modifications shall have no force and effect unless such

modifications are reduced to writing and signed by an authorized representative of the FBI and the RTAC.

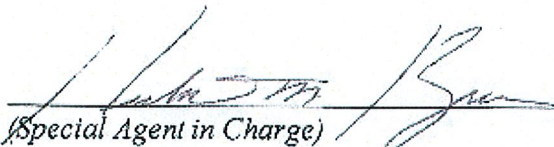
XI. SECURITY FOR FBI INFORMATION AND INFORMATION SYSTEMS

Compliance with the following requirements will occur when FBI documents are stored at or used at the RTAC, or when FBI information systems and removable media, including but not limited to FBINet and subsystems accessed through FBINet, are installed and accessible at the RTAC.

- A. No classified documents, classified removable media, or classified information systems will be permitted into RTAC space until the DHS Office of Security, Administrative Security Division, Policy Implementation and Oversight Branch, or the FBI Security Division, Security Operations Section, Physical Security Unit, has inspected and approved the space where classified materials are to be housed as complying with the requirements for storage and classified materials, and has certified that the conditions for using that space for storing classified material as either open or closed storage have been met.
- B. All communications security equipment will be handled only by FBI personnel, regardless of the clearance level granted to other RTAC personnel. FBI personnel will be responsible for the removal and storage of all communications security equipment, to include coders, taclanes, and removable hard drives or other media.
- C. At no time shall FBINet or other classified FBI information systems be connected to any other information system. Any problems with, or maintenance required by, FBINet or other classified FBI information systems shall be addressed by FBI Information Technology Specialists.
- D. All RTAC personnel who will have access to space in which classified FBI documents, removable media, or information systems will be present shall obtain a "Secret" level clearance, at a minimum, and attend a briefing by the FBI Chief Security Officer regarding the proper use, handling, dissemination, and destruction of classified FBI documents, removable media, and information systems. At that time the personnel will also execute an SF-312 and FD-868 non-disclosure form, and upon ceasing participation in the RTAC or surrendering their clearance, will be debriefed on their continuing obligations regarding disclosure of classified information and execute an SF-312 debrief form.

- E. 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.
- F. 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).
- G. Each Party agrees that it will provide appropriate training regarding the responsibilities under this MOU to individuals whose information sharing activities are covered by the provisions of this MOU.
- H. 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.
- I. Any violation of these provisions may be grounds for withholding future access by the offending individuals and/or Parties, or may be grounds for terminating this MOU.

SIGNATORIES:

  
(Special Agent in Charge)

Date: 9/6/2012

  
(Director)

Date: 8/24/2012

**APPROVED**



**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY  
SHERIFF'S DEPARTMENT, CENTRAL CALIFORNIA INTELLIGENCE CENTER  
AND THE CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF  
INVESTIGATION**

THIS FIRST AMENDMENT is made and entered into this 1<sup>st</sup> day of September 2013, by and between the Sacramento County Sheriff's Department (SSD), Central California Intelligence Center (CCIC) and the California Department of Justice (DOJ), Bureau of Investigation

**RECITALS**

WHEREAS, SSD/CCIC and DOJ have previously entered into a Memorandum of Understanding, hereinafter referred to as "MOU", on January 1, 2013, for the period beginning January 1, 2013.

WHEREAS, SSD/CCIC and DOJ desire to amend that AGREEMENT, pursuant to pages 5 and 6; and

NOW, THEREFORE, the SHERIFF, on behalf of SSD/CCIC, and DOJ hereby amend the positions allowed for reimbursement on pages 5 and 6 of that MOU for the period beginning January 1, 2013.

The entire agreement consists of: (1) the agreement between the parties originally executed on January 1, 2013, together with (2) this First Amendment which amends the agreement, and pages 5 & 6, which modifies the language for Salary, Benefit and Incentive Compensation, for the period beginning January 1, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

By: Scott R. Jones  
Scott R. Jones, Sheriff  
CCIC Fiduciary & Fiscal Agent  
CCIC Governance Board Chair

Date: 11/13/13

By: Samuel D. Somers, Jr.  
Samuel D. Somers, Jr.,  
Chief of Police,  
City of Sacramento

Date: 11/21/13

By: Kent A. Shaw  
Kent A. Shaw, Bureau Chief  
Bureau of Investigation  
Division of Law Enforcement  
CA Department of Justice

Date: 9/25/13

By: Larry J. Wallace  
Larry J. Wallace, Director  
Division of Law Enforcement  
CA Department of Justice

Date: 9/26/13

By: David Harper  
David Harper, Deputy Director  
Division of Administrative Services  
CA Department of Justice

Date: 10-11-13

**Page 5 & 6 SALARY, BENEFIT AND OVERTIME COMPENSATION;**

**ORIGINAL LANGUAGE**

It is expressly agreed that the CCIC will reimburse Agency for salary, benefits and overtime costs for one Special Agent Supervisor up to a maximum of 175,000 per fiscal year; one (1) Criminal Intelligence Specialist (CIS) position up to a maximum of \$80,000 per fiscal year, and one (1) Executive Assistant, or Executive Secretary I, or Office Technician (OT), position up to a maximum of \$70,000 per fiscal year under this agreement, pending allotted grant monies available each fiscal year. This agreement is valid and enforceable only if sufficient funds are made available to the CCIC by the federal government and to the State by the State Budget Act of the current and subsequent years that this contract remains in effect. In addition, this agreement is subject to any additional restrictions, limitations or conditions enacted by the appropriate federal regulatory agencies, the state Legislature and contained in the Budget Act or any statute enacted by the Legislature, which may affect the provisions, terms of funding, or this agreement in any manner.

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
Attention: Melody LaFond  
711 G Street  
Sacramento, CA 95814

Reimbursement checks should be sent to the following address along with a copy of the invoice:

California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Marisa Kolm, office telephone 916-319-8591, e-mail [marisa.kolm@doj.ca.gov](mailto:marisa.kolm@doj.ca.gov)

The contact person for the CCIC will be Melody LaFond, office telephone 916-920-2844, e-mail [mlafond@sacsheriff.com](mailto:mlafond@sacsheriff.com)

## **REVISED LANGUAGE**

It is expressly agreed that the CCIC will reimburse the Agency for salary, benefits and incentives cost for one (1) Special Agent Supervisor (SAS), one (1) Criminal Intelligence Specialist (CIS) and one (1) of the following classifications: Staff Services Analyst (SSA), or Executive Assistant, or Executive Secretary I, or Office Technician (OT), under this agreement, pending allotted grant monies available each fiscal year. Paid overtime for the aforementioned classifications will require prior authorization by the Federal Emergency Management Agency (FEMA). This agreement is valid and enforceable only if sufficient funds are made available to the CCIC by the federal government and to the State by the State Budget Act of the current and subsequent years that this contract remains in effect. In addition, this agreement is subject to any additional restrictions, limitations or conditions enacted by the appropriate federal regulatory agencies, the state Legislature and contained in the Budget Act or any statute enacted by the Legislature, which may affect the provisions, terms of funding, or this agreement in any manner.

The Special Agent Supervisor position will be reimbursed for a yearly salary, benefits and incentives which cannot exceed a total of \$156,000 per fiscal year.

The Criminal Intelligence Specialist position will be reimbursed for a yearly salary, and benefits which cannot exceed a total of \$79,000 per fiscal year.

The Staff Services Analyst position will be reimbursed for a yearly salary, and benefits which cannot exceed a total of \$78,000 per fiscal year; or Executive Assistant position will be reimbursed for a yearly salary, and benefits which cannot exceed a total of \$70,000 per fiscal year; or Executive Secretary I position will be reimbursed for a yearly salary, and benefits which cannot exceed a total of \$64,000 per fiscal year; or Office Technician position will be reimbursed for a yearly salary, and benefits which cannot exceed a total of \$57,000 per fiscal year.

On a monthly basis, the California Department of Justice Invoices must be sent and received in a timely manner to include an itemized list per employee classification, enumerating salary, benefits, and incentives, without administrative fees.

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
Attention: Melody LaFond  
711 G Street  
Sacramento, CA 95814

Reimbursement checks will be sent to:

California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Cindy Hart, office telephone 916-319-8232,  
e-mail [cindy.hart@doj.ca.gov](mailto:cindy.hart@doj.ca.gov)

The contact person for the CCIC will be Melody LaFond, office telephone 916-920-2844,  
e-mail [mlafond@sacherriff.com](mailto:mlafond@sacherriff.com)

**SECOND RENEWAL AND THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY SHERIFF'S DEPARTMENT, CENTRAL CALIFORNIA INTELLIGENCE CENTER AND THE CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF INVESTIGATION**

THIS SECOND RENEWAL and AMENDMENT is made and entered into this 1<sup>st</sup> day of January 2015, by and between the Sacramento County Sheriff's Department (SSD), Central California Intelligence Center (CCIC) and the California Department of Justice (DOJ), Bureau of Investigation (BI).

**RECITALS**

WHEREAS, SSD/CCIC and DOJ have previously entered into a Memorandum of Understanding, hereinafter referred to as "MOU", on January 1, 2013, for the period beginning January 1, 2013.

WHEREAS, SSD/CCIC and DOJ have previously amended the January 1, 2013 MOU on September 1, 2013.

WHEREAS, SSD/CCIC and DOJ desire to renew that AGREEMENT and Amendment, pursuant to page 6; and

NOW THEREFORE, the SHERIFF, on behalf of SSD/CCIC, and DOJ hereby renew and amend this MOU for the period beginning January 1, 2015.

The entire agreement consists of: (1) the agreement between the parties originally executed on January 1, 2013, together with (2) the First Amendment which amends the agreement, and pages 5 & 6, which modifies the language for Salary, Benefit, and Incentive Compensation, for the period beginning January 1, 2013, and (3) the First Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2014 through December 31, 2014, and (4) this Second Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2015 through December 31, 2015.

**AMENDED SALARIES FOR CALENDAR YEAR 2015**

Special Agent Supervisor (SAS) not to exceed	\$162,100.00
Staff Services Analyst (SSA) not to exceed	87,000.00
Criminal Intelligence Specialist II (CIS II) not to exceed	75,000.00
Office Technician- Typing (OT) not to exceed	70,000.00

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
3720 Dudley Blvd, Suite 111  
McClellan, CA 95652

The contact person for the CCIC will be Dave Turange, office telephone (916) 874-4211,  
e-mail [dturange@sacsheriff.com](mailto:dturange@sacsheriff.com).

Reimbursement checks should be sent to the following address along with a copy of the  
invoice:

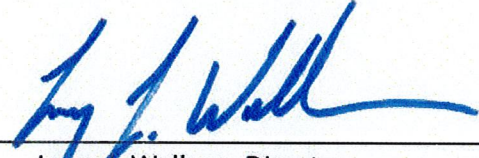
California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Patricia Perez, office telephone (916) 319-8594,  
e-mail [Patricia.Perez@doj.ca.gov](mailto:Patricia.Perez@doj.ca.gov).


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

By:   
Scott R. Jones, Sheriff  
CCIC Fiduciary & Fiscal Agent  
CCIC Governance Board Chair


Date: 4/27/2015

By:   
Larry J. Wallace, Director  
Division of Law Enforcement  
CA Department of Justice

Date: 1/26/2015

By:   
John Marsh, Chief  
Bureau of Investigation  
CA Department of Justice

Date: 1/20/15

By:   
David Harper, Assistant Director  
Division of Administrative Support  
CA Department of Justice

Date: 2-5-15



**FIFTH RENEWAL AND AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY  
SHERIFF'S DEPARTMENT, CENTRAL CALIFORNIA INTELLIGENCE CENTER  
AND THE CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF  
INVESTIGATION**

THIS FIFTH RENEWAL AND AMENDMENT is made and entered into this 1<sup>st</sup> day of January 2018, by and between the Sacramento County Sheriff's Department (SSD), Central California Intelligence Center (CCIC) and the California Department of Justice (DOJ), Bureau of Investigation

**RECITALS**

WHEREAS, SSD/CCIC and DOJ have previously entered into a Memorandum of Understanding, hereinafter referred to as "MOU", on January 1, 2013, for the period beginning January 1, 2013, for the provision of reimbursement of personnel located at the CCIC; and

WHEREAS, SSD/CCIC and DOJ amended that AGREEMENT for the first time on September 1, 2013, pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2013, and,

WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the first time on January 1, 2015, pursuant to page 6, DURABILITY; for the period of January 1, 2015 through December 31, 2015, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2015, and,

WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the third time on January 1, 2016, pursuant to page 6, DURABILITY; for the period of January 1, 2016 through December 31, 2016, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2016, and,

WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the fourth time on January 1, 2017, pursuant to page 6, DURABILITY; for the period of January 1, 2017 through December 31, 2017, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2017, and,

WHEREAS, SSD/CCIC and DOJ desire to renew and amend that AGREEMENT a fifth time, pursuant to page 3, MOU Changes; and renew that AGREEMENT pursuant to page 6, DURABILITY, which extends the term of the agreement for the period of January 1, 2018 through December 31, 2018, and,

NOW, THEREFORE, the SHERIFF, on behalf of SSD/CCIC, and DOJ hereby amend the positions allowed for reimbursement on pages 5 and 6 of that MOU and extend the term of the agreement for the period beginning January 1, 2018.

The entire AGREEMENT consists of: (1) the original agreement between the parties originally executed on January 1, 2013, which agreement the parties hereby reaffirm; together with (2) the First Amendment which amended the language for Salary, Benefit, and Incentive Compensation, which agreement the parties hereby reaffirm; together with (3) the Second Amendment and Renewal which extended the term for the period of January 1, 2015 through December 31, 2015, which agreement the parties hereby reaffirm; together with (4) the Third Amendment and Renewal and which extended the term for the period of January 1, 2016 through December 31, 2016, which agreement the parties hereby reaffirm; together with (5) the Fourth Amendment and Renewal and which extended the term for the period of January 1, 2017 through December 31, 2017, which agreement the parties hereby reaffirm; together with (6) this Fifth Amendment

which modifies the language for Salary, Benefit and Incentive Compensation, and extended the term for the period of January 1, 2018 through December 31, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

By: Scott Jones Date: 1/17/18  
Scott R. Jones, Sheriff  
CCIC Fiduciary & Fiscal Agent  
CCIC Governance Board Chair

By: [Signature] Date: 1/17/18  
Daniel Hahn,  
Chief of Police,  
City of Sacramento

By: [Signature] Date: 1/17/18  
~~Sean Ragan, Bureau Chief~~ SAC  
Bureau of Investigation  
~~Division of Law Enforcement~~  
~~CA Department of Justice~~  
FBI

By: [Signature] Date: 1/17/18  
Kevin Gardner, Chief  
Division of Law Enforcement  
CA Department of Justice

**Page 5 & 6 SALARY, BENEFIT AND OVERTIME COMPENSATION;**

**AMENDED SALARIES FOR CALENDAR YEAR 2018**

Special Agent Supervisor (SAS) not exceed a total of \$202,500 per fiscal year.

On a monthly basis, the California Department of Justice Invoices must be sent and received in a timely manner to include an itemized list per employee classification, enumerating salary, benefits, and incentives, without administrative fees.

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
Attention: Karter Putnam  
711 G Street  
Sacramento, CA 95814

Reimbursement checks will be sent to:

California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Jonathan Jones, office telephone 916-210-7087,  
e-mail [jonathan.jones@doj.ca.gov](mailto:jonathan.jones@doj.ca.gov)

The contact person for the CCIC will be Karter Putnam, office telephone 916-874-1550,  
e-mail [kputnam@sacsheriff.com](mailto:kputnam@sacsheriff.com)

**FOURTH RENEWAL AND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY SHERIFF'S DEPARTMENT, CENTRAL CALIFORNIA INTELLIGENCE CENTER AND THE CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF INVESTIGATION**

THIS FOURTH RENEWAL and AMENDMENT is made and entered into this 1<sup>st</sup> day of January 2017, by and between the Sacramento County Sheriff's Department (SSD), Central California Intelligence Center (CCIC) and the California Department of Justice (DOJ), Bureau of Investigation (BI).

**RECITALS**

WHEREAS, SSD/CCIC and DOJ have previously entered into a Memorandum of Understanding, hereinafter referred to as "MOU", on January 1, 2013, for the period beginning January 1, 2013.

WHEREAS, SSD/CCIC and DOJ have previously amended the January 1, 2013 MOU on September 1, 2013.

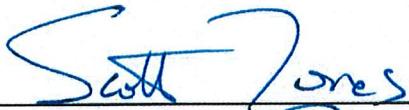
WHEREAS, SSD/CCIC and DOJ desire to renew that AGREEMENT and Amendment, pursuant to page 6; and

NOW THEREFORE, the SHERIFF, on behalf of SSD/CCIC, and DOJ hereby renew and amend this MOU for the period beginning January 1, 2017.


The entire agreement consists of: (1) the agreement between the parties originally executed on January 1, 2013, together with (2) the First Amendment which amends the agreement, and pages 5 & 6, which modifies the language for Salary, Benefit, and Incentive Compensation, for the period beginning January 1, 2013, and (3) the First Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2014 through December 31, 2014, and (4) this Second Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2015 through December 31, 2015, and (5) this Third Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2015 through

December 31, 2016, and (6) this Fourth Renewal and Amendment which extends the original agreement for the additional one year period of January 1, 2017 through December 31, 2017.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

By:   
Scott R. Jones, Sheriff  
CCIC Fiduciary & Fiscal Agent  
CCIC Governance Board Chair


Date: 6-14-17

By:   
Stephen J. Lindley, Chief  
Division of Law Enforcement  
CA Department of Justice

Date: 05.11.17

By:  FOR  
John Marsh, Director  
Division of Law Enforcement  
Bureau of Investigations  
CA Department of Justice

Date: 05.09.2017

By:   
David Harper, Director  
Division of Operations  
CA Department of Justice

Date: 5-24-17

**AMENDED SALARIES FOR CALENDAR YEAR 2017**

Special Agent Supervisor (SAS) not to exceed	\$172,500.00
Staff Services Analyst (SSA) not to exceed	89,500.00
Criminal Intelligence Specialist II (CIS II) not to exceed	81,500.00
Office Technician- Typing (OT) not to exceed	74,500.00

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
3720 Dudley Blvd, Suite 111  
McClellan, CA 95652

The contact person for the CCIC will be Dave Turange, office telephone (916) 874-4211,  
e-mail [dturange@sacsheriff.com](mailto:dturange@sacsheriff.com).

Reimbursement checks should be sent to the following address along with a copy of the  
invoice:

California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Patricia Perez, office telephone (916) 319-8594,  
e-mail [Patricia.Perez@doj.ca.gov](mailto:Patricia.Perez@doj.ca.gov).

**FIFTH RENEWAL AND AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY  
SHERIFF'S DEPARTMENT, CENTRAL CALIFORNIA INTELLIGENCE CENTER  
AND THE CALIFORNIA DEPARTMENT OF JUSTICE, BUREAU OF  
INVESTIGATION**

THIS FIFTH RENEWAL AND AMENDMENT is made and entered into this 1<sup>st</sup> day of January 2018, by and between the Sacramento County Sheriff's Department (SSD), Central California Intelligence Center (CCIC) and the California Department of Justice (DOJ), Bureau of Investigation

**RECITALS**

WHEREAS, SSD/CCIC and DOJ have previously entered into a Memorandum of Understanding, hereinafter referred to as "MOU", on January 1, 2013, for the period beginning January 1, 2013, for the provision of reimbursement of personnel located at the CCIC; and

WHEREAS, SSD/CCIC and DOJ amended that AGREEMENT for the first time on September 1, 2013, pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2013, and,

WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the first time on January 1, 2015, pursuant to page 6, DURABILITY; for the period of January 1, 2015 through December 31, 2015, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2015, and,

WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the third time on January 1, 2016, pursuant to page 6, DURABILITY; for the period of January 1, 2016 through December 31, 2016, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2016, and,



WHEREAS, SSD/CCIC and DOJ renewed that AGREEMENT for the fourth time on January 1, 2017, pursuant to page 6, DURABILITY; for the period of January 1, 2017 through December 31, 2017, and amended that AGREEMENT pursuant to page 3, MOU Changes; to amend the language for Salary, Benefit, and Incentive Compensation for the period starting on January 1, 2017, and,

WHEREAS, SSD/CCIC and DOJ desire to renew and amend that AGREEMENT a fifth time, pursuant to page 3, MOU Changes; and renew that AGREEMENT pursuant to page 6, DURABILITY, which extends the term of the agreement for the period of January 1, 2018 through December 31, 2018, and,

NOW, THEREFORE, the SHERIFF, on behalf of SSD/CCIC, and DOJ hereby amend the positions allowed for reimbursement on pages 5 and 6 of that MOU and extend the term of the agreement for the period beginning January 1, 2018.

The entire AGREEMENT consists of: (1) the original agreement between the parties originally executed on January 1, 2013, which agreement the parties hereby reaffirm; together with (2) the First Amendment which amended the language for Salary, Benefit, and Incentive Compensation, which agreement the parties hereby reaffirm; together with (3) the Second Amendment and Renewal which extended the term for the period of January 1, 2015 through December 31, 2015, which agreement the parties hereby reaffirm; together with (4) the Third Amendment and Renewal and which extended the term for the period of January 1, 2016 through December 31, 2016, which agreement the parties hereby reaffirm; together with (5) the Fourth Amendment and Renewal and which extended the term for the period of January 1, 2017 through December 31, 2017, which agreement the parties hereby reaffirm; together with (6) this Fifth Amendment

which modifies the language for Salary, Benefit and Incentive Compensation, and extended the term for the period of January 1, 2018 through December 31, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

By: Scott Jones Date: 1/17/18  
Scott R. Jones, Sheriff  
CCIC Fiduciary & Fiscal Agent  
CCIC Governance Board Chair

By: [Signature] Date: 1/17/18  
Daniel Hahn,  
Chief of Police,  
City of Sacramento

By: [Signature] Date: 1/17/18  
~~Sean Ragan, Bureau Chief~~ SAC  
Bureau of Investigation  
~~Division of Law Enforcement~~  
~~CA Department of Justice~~  
FBI

By: [Signature] Date: 1/17/18  
Kevin Gardner, Chief  
Division of Law Enforcement  
CA Department of Justice

**Page 5 & 6 SALARY, BENEFIT AND OVERTIME COMPENSATION;**

**AMENDED SALARIES FOR CALENDAR YEAR 2018**

Special Agent Supervisor (SAS) not exceed a total of \$202,500 per fiscal year.

On a monthly basis, the California Department of Justice Invoices must be sent and received in a timely manner to include an itemized list per employee classification, enumerating salary, benefits, and incentives, without administrative fees.

Invoices will be mailed to:

Sacramento County Sheriff's Department  
CCIC/RTAC  
Attention: Karter Putnam  
711 G Street  
Sacramento, CA 95814

Reimbursement checks will be sent to:

California Department of Justice  
Accounting Office  
P.O. Box 944255  
Sacramento, CA 94244-2550

The contact person for DOJ will be Jonathan Jones, office telephone 916-210-7087,  
e-mail [jonathan.jones@doj.ca.gov](mailto:jonathan.jones@doj.ca.gov)

The contact person for the CCIC will be Karter Putnam, office telephone 916-874-1550,  
e-mail [kputnam@sacsheriff.com](mailto:kputnam@sacsheriff.com)

# MEMORANDUM OF UNDERSTANDING

*Concerning the Operation of the*

## CENTRAL CALIFORNIA INTELLIGENCE CENTER

*Between the Undersigned Agencies*

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, constituting a Multi-Agency Intelligence Initiative (MAII), is entered into by the United States Attorney's Office for the Eastern District of California (USAO), the Sacramento Division of the Federal Bureau of Investigation (SC FBI), and the agencies that comprise the Central California Intelligence Center (CCIC). It outlines the cooperative effort to centralize the information processing of national security and criminal investigative program information within the geographic area encompassed by the SC FBI. The Central California Intelligence Center (CCIC) includes the information, resources, and operational capabilities of the SC FBI Field Intelligence Group (SC FIG) and the CCIC and serves as the program management model for information fusion. Although the SC FBI and CCIC constitute the primary cadre and resource core of the CCIC, all local, state, federal and tribal law enforcement agencies in the CCIC area of operation are invited participants; regional law enforcement principals provide steering and oversight of this MAII.

### **A. AUTHORITY:**

Authority for entering into the MOU may be found at 28 U.S.C § 533; 42 U.S.C. § 3771; 28 C.F.R. § 0.85; and, Sections 2001 and 2002 of the *Intelligence Reform and Terrorism Prevention Act of 2004*. 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.

### **B. PURPOSE:**

1. Provide a framework and working mechanism for the organization of the CCIC to address issues that are common to participating agencies and to assure the success of the center through the achievement of coordination and cooperation.
2. Establish command and control, operational, administrative, and logistical relationships among the signatories of this common understanding.
3. Forge the strategy, plans, and policies governing mission conduct of the CCIC.

4. Supplement the operational capacity and law enforcement capabilities of the SC FBI's Joint Terrorism Task Force (JTTF).

### **C. MISSION:**

The mission of the CCIC – a regional intelligence fusion center – is to direct, integrate, analyze, produce, and disseminate actionable information in an effort to combat terrorism and other designated national security or criminal violations. The mission will be in support of the JTTF and the CCIC's other law enforcement partners.

#### **1. Explicit Tasks:**

- a. Serve as a regional focal point for intelligence requirement derived leads.
- b. Gather raw information and provide finished intelligence to national and regional partners.
- c. Produce proactive intelligence support to law enforcement.
- d. Maintain communications with superior, subordinate, and lateral public safety and intelligence organizations.
- e. Orchestrate regional training requirements to combat terrorism.
- f. Supervise select analytical risk management assessments of critical infrastructure.
- g. Provide intelligence support to the planning and preparation for, response to, and recovery from crisis events.

#### **2. Implied Tasks:**

- a. Manage an intelligence collection requirements process.
- b. Maintain standards for intelligence production and analysis.
- c. Develop and positively direct human talent.
- d. Plan, program, budget, and allocate capital resources.
- e. Forecast and plan information infrastructure needs.
- f. Provide all crimes, all threats intelligence support and responsiveness.
- g. Coordinate intelligence demands and priorities with the region-wide InfraGard associates.

#### **D. STRATEGY:**

1. Create a common approach to handling national security and criminal investigative information in compliance with National Intelligence Community (NIC) norms and standards.
2. Address intelligence gaps identified within the region through uniformly managed intelligence processes.
3. Align intelligence support operations and capabilities with constituent regional partners.
4. Support regional and national partners through local infrastructure protection initiatives, information sharing, analytical support, and threat assessment production and dissemination.

#### **E. GOALS:**

1. Develop and communicate regional doctrine and policy for:
  - a. Production and use of intelligence among superior, subordinate, and lateral public safety, private security, and intelligence organizations.
  - b. Fusion of intelligence functions among public safety and security structures within the region.
  - c. Implementation of intelligence advisories to assist regional public safety decision makers.
  - d. Certification of intelligence analysts in accordance with grant guidelines.
2. Prescribe an appropriate set of standards for intelligence production that addresses:
  - a. Recognizing and understanding collection requirements.
  - b. Communicating with users and processing feedback.
  - c. Conducting research and analysis.
  - d. Reviewing and coordinating products.
3. Establish and oversee the Domain Management and Collection Management processes to address the intelligence needs of regional partners.
4. Create and maintain the regional Terrorism Liaison Officer (TLO) program.

5. Orchestrate regional intelligence methodologies for developing, acquiring, and maintaining an information management infrastructure.

**F. ORGANIZATION, STRUCTURE, AND MANAGEMENT:**

1. The CCIC shall consist of a coalition of supervisors, officers, agents, and analysts from local, state, and federal law enforcement, public safety, and intelligence agencies. The parties agree to pool information relevant to the mission of the CCIC.
2. The Special Agent in Charge of the SC FBI, United States Attorney for the Eastern District of California, Director of the Division of Law Enforcement - California Department of Justice, Chief of the California Highway Patrol's - State Security Division, Sheriff of Sacramento County, Chief of Police of the Sacramento Police Department, Sheriff of Shasta County, Chief of Police of the Fresno Police Department and Director, Secretary of the California Emergency Management Agency, or their designees, form a regional intelligence fusion center steering committee to identify, concur with, and articulate the mission, strategy, goals, and objectives of the CCIC. Further, the above listed positions similarly constitute an oversight board that ensures information is collected, analyzed, and handled in a manner consistent with Federal and State laws, and that this MOU is enforced. These parties agree to meet and confer as to any issues not covered by this MOU and to resolve such issues by written amendment to the MOU when necessary.
3. Responsibility for the overall policy and operational direction of the CCIC resides with the Assistant Special Agent in Charge for Intelligence of the SC FBI, who will closely coordinate with the Sacramento County Sheriff's Department on issues of common concern and focus.
4. Control over manpower resources and the continued commitment of these resources to the CCIC shall be retained by contributing agency principals; responsibility for the conduct of CCIC members remains with respective contributing agency principals. Day-to-day operations of the CCIC and all personnel assigned to work in an operational capacity as part of the CCIC from any party to this MOU shall be subject to joint supervision and control by all parties to this agreement.
5. Functional supervision of the CCIC is a shared responsibility between the SC FBI and the Sheriff of Sacramento County:
  - a. Intelligence: The Supervisor and Intelligence Program Coordinator, SC FIG, directs, advises, leads, and manages all aspects of the intelligence process within the CCIC, to include planning and directing; communication of requirements; information collection, integration, processing and exploitation; finished intelligence analysis and production; and, formal product dissemination.

- b. Operations: The Director of the CCIC , directs, advises, leads, and manages all aspects related to administration, logistics, and tactical intelligence support operations of the CCIC, to include physical security assessments and regional training programs.
6. Each CCIC member will be subject to the personnel rules, regulations, laws, and policies of their respective agencies. FBI participants will continue to adhere to the Bureau's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees with the United States Department of Justice.
7. The CCIC will be configured in cellular team structure to address the following functions: domain management, tactical management, strategic management, targeting management, collection management, raw and finished intelligence production, intelligence briefing, training management, and intelligence and partner relations. The Headquarters, Federal Bureau of Investigation Intelligence Program, and supplemental Concept of Operations Plans, govern the strategy, plans, policy, and procedures of the CCIC intelligence process.

#### **G. PHYSICAL LOCATION AND SUPPORT:**

1. The Sheriff's Office, Sacramento County, provides secure office space and location support management for all CCIC members. This office location (Building 600 – McClellan Community Park) exhibits a redundant range of 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 for Sensitive Compartmented Information Facilities (SCIF) by the Security Division, Federal Bureau of Investigation.
2. The larger office area will be structurally compartmented, separating those analytical work areas populated by FBI Agents and Analysts from those CCIC members either not having access to FBI Systems or not holding a security clearance at the SECRET level or above.
3. The Supervisory Security Specialist of the SC FBI, or designee, serves as the site security officer for this off-site location, and oversees all aspects of the CCIC Security Program, to include personnel, physical, operations, and information security programs.

#### **H. COMMITMENT OF PERSONNEL:**

1. The SC FBI, California Department of Justice, California Highway Patrol, Sacramento County Sheriff's Office, Sacramento Police Department, and other regional public safety and governmental organizations form the in-place cadre of the CCIC. Other agencies will be encouraged to contribute in-place personnel to the CCIC.



2. The SC FBI will provide Supervisory Special Agent, Special Agent, Intelligence Analyst, Investigative Support Specialist, Security Specialist and Joint Terrorism Task Force/Threat Assessment personnel on a permanent, part-time, or temporary basis, depending upon operational tempo and emerging criticality of the CCIC.
3. The California Department of Justice, Bureau of Investigation, will provide a Special Agent Supervisor, three Criminal Intelligence Specialists, and one Office Technician on a permanent, full-time basis. The number of personnel committed may change depending on the operational tempo of the CCIC and, or the operational needs of the Department of Justice.
4. A corps of Terrorism Liaison Officers, having principal reporting responsibility to the CCIC, will be identified, trained, and supported throughout the 34 county areas comprising the CCIC's area of responsibility.
5. Organizations unable to provide in-place personnel will be invited to maintain communications liaison with the CCIC. The CCIC accepts non-full time liaison personnel and to the largest extent possible, attempt to accommodate them within the center's office spaces. The CCIC will not be able to send liaison personnel to other government fusion centers on a full-time basis; temporary crisis management connectivity however, will be supported where required.
6. Continued assignment of members will be made at the discretion of their respective sending agencies, consistent with that agency's guidelines. Sending agencies will provide a written notice of recovery of member personnel from the CCIC with as much anticipation as possible.

#### **I. SECURITY MATTERS:**

1. Supervisory Security Specialist, SC FBI, will process CCIC cadre and liaison personnel for either TOP SECRET or SECRET clearances, depending upon the appropriate level of analytical access. Where required, SCI access will be promoted for CCIC members requiring cognizance of the high-end SCION network.
2. The CCIC observes all security policies and procedures endorsed and underwritten by the Federal Bureau of Investigation.
3. All CCIC members, full-time, part-time, or temporary, will execute a Classified Information Non-Disclosure Agreement (FBI Form SF-312) and a Non-Disclosure Agreement for Joint Task Force/Contract Members (FBI Form FD-868) prior to assuming CCIC duties.
4. The FBI SCIF contained within the CCIC will be certified to TOP SECRET / SCI thresholds by the Security Division, FBIHQ. Communications caveats within the CCIC will span from Law Enforcement Sensitive/Sensitive But Unclassified/For Official Use Only to TOP SECRET/SCI.

5. Secure telephonic and facsimile communications will be installed and supervised by the Communications Security Manager, Division Security Office, SC FBI.
6. Security containers sufficient to support the volume and purpose of on-site security requirements will be obtained by the Supervisory Security Specialist, SC FBI.
7. FBI SCIF security support infrastructure will be provided by the Technical Manager, SC FBI.
8. Additional security strictures demanded by FBI-HQ Security Division with respect to the intent of SC FBI to position the physical location of the CCIC as the principal Continuity of Operations (COOP) off-site will be accomplished by the Supervisory Security Specialist, SC FBI.

**J. TRAINING:**

Each participating agency shall assume that personnel assigned to the CCIC are in compliance with their agency's mandatory specific training requirements necessary to maintain the classification/civil service requirements of that agency for the position occupied by such personnel. Such training will be handled by each participating agency and will be a cost to the agency budget.

**K. FUNDING:**

This memorandum is not an obligation or commitment of funds, nor a basis for transfer of funds; rather, it is a basic statement of 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.

**L. EXPENSES:**

Subject to appropriate FBI approvals and the availability of funds, the FBI agrees to pay any reasonable and necessary expenses incurred by the FBI contingent to the CCIC.

**M. MEDIA:**

No members of the CCIC will discuss or otherwise reveal information relating to CCIC operations or related investigations known to them to any media representative. All media releases on CCIC matters will be mutually agreed upon and coordinated jointly.

## **N. LIABILITY:**

1. Unless specifically addressed by the terms of the MOU, the parties will be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, State, or Local law enforcement officer.
2. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States Government, acting within the scope of her/his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA) 28 U.S.C. 1346 (b), 2671 – 2680.
3. For the limited purpose of defending claims arising out of CCIC activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an “employee” of the United States Government as defined in 28 U.S.C. 2671. See 5 U.S.C. code 3374 (2).
4. Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the *Westfall act*), 25 U.S.C. 2679 (b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of her/his employment at the time of the incident giving rise to the suit. *Id.*, U.S.C. 2679 (d)(2). The United States can then be substituted for an employee as the sole defendant with respect to any tort claims. If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.
5. If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office of employment.” 28 U.S.C. 2679 (d)(3).
6. Liability for any negligent or willful acts of CCIC employees, undertaken outside the terms of this Memorandum will be the sole responsibility of the respective employee and agency involved.
7. Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. 1983 for state and local officers or cross deputized federal officers.
8. Both state and federal officers enjoy immunity from suit for constitutional torts “insofar as their conduct does not violate clearly established statutory or

constitutional rights of which a reasonable person would have known.” *Harlow v. Fitzgerald*, 457 U.S. 800 (1982).

9. CCIC officers may request representation by the United States Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment 28 C.F.R. 50.15 (a).
10. An employee may be provided representation “when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee’s employment and the Attorney General or her/his designee determines that providing representation would otherwise be in the interest of the United States.” 28 C.F.R. 50.15 (a)(3).
11. A CCIC officer’s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI Division coordinating the CCIC. The CDC will then forward the representation request to the FBI’s Office of the General Counsel (OGC) together with a letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of the United States Department of Justice together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. 50.15 (a)(3).
12. If a CCIC officer is found to be liable for a constitutional tort, he/she may request indemnification from the United States Department of Justice to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. 50.15 (4). The criteria for payment are similar to those used to determine whether a federal employee is entitled to United States Department of Justice representation under 28 C.F.R. 50.15 (a).

#### **O. NON-DISCREMINATIVE CLAUSE:**

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the US Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunity.

#### **P. DURATION:**

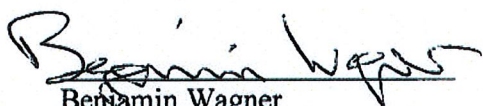
The term of this Memorandum shall be for the duration of the CCIC’s operations, contingent upon approval of necessary funding, but may be terminated at any time upon the written mutual consent of the member agencies involved. Upon termination of the CCIC’s operations and this MOU, all equipment will be returned to the supplying agencies. In addition, when an entity withdraws from this Memorandum, the entity will return non-expendable items and equipment to the supplying agency(ies). Similarly, remaining agency(ies) will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during any CCIC

participation. All rights, obligations, responsibilities, limitations and other understandings with respect to the disclosure and use of all information received during a party's participation in this Memorandum shall survive any termination.

Any modification of the Memorandum will be effected through the written mutual consent of the agencies involved.

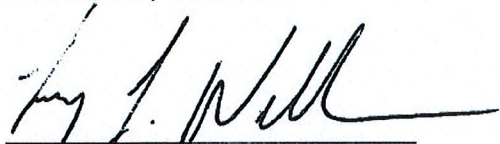
**IN FURTHERANCE OF** their respective goals, objectives, and missions, the parties jointly agree to abide by the provisions of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be duly executed.



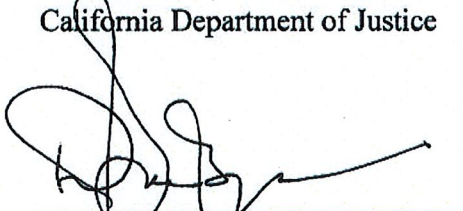
Benjamin Wagner  
United States Attorney  
Eastern District of California  
Sacramento, California

1/16/13  
Date



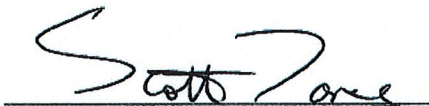
Larry Wallace  
Director  
Division of Law Enforcement  
California Department of Justice

1/16/13  
Date



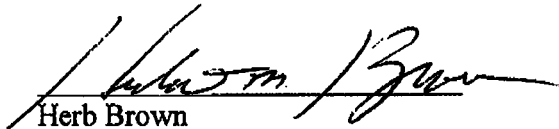
Scott MacGregor  
Chief State Security Division  
California Highway Patrol

1/16/13  
Date



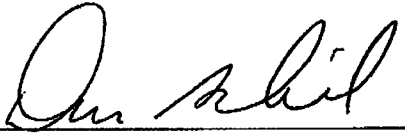
Scott Jones  
Sheriff  
Sacramento County Sheriff's Office

1/16/13  
Date



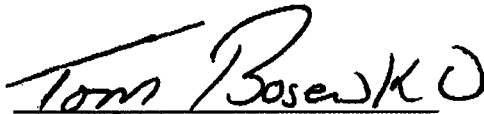
Herb Brown  
Special Agent in Charge  
Federal Bureau of Investigation  
Sacramento Division

1/16/13  
Date



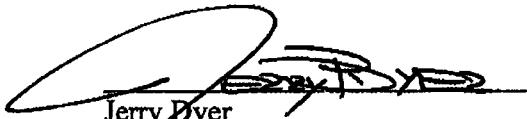
Dan Schiele  
(Acting) Chief of Police  
Sacramento Police Department

1/16/13  
Date



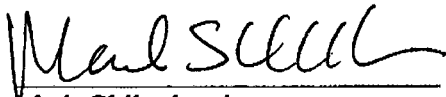
Tom Bosenko  
Sheriff-Coroner  
Shasta County Sheriff's Office

1-16-13  
Date



Jerry Dyer  
Chief of Police  
Fresno Police Department

1/16/13  
Date



Mark Ghilarducci  
Secretary  
California Emergency Management Agency

1/16/13  
Date