

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

June 11, 2024

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Non-Financial Memorandum of Understanding and Agreements with the Federal Bureau of Investigation for Participation in the Inland Violent Crime Suppression Task Force

RECOMMENDATION(S)

1. Approve non-financial Memorandum of Understanding (**Agreement No. 24-535**), including non-standard terms, with the Federal Bureau of Investigation, for staff participation in the Inland Violent Crime Suppression Task Force, effective upon full execution of the agreement and continuing until terminated by either party.
2. Approve Cost Reimbursement **Agreement No. 24-536**, as required by the Federal Bureau of Investigation, for reimbursement of overtime costs related to participation in the Inland Violent Crime Suppression Task Force.
3. Approve non-financial Vehicle Use Agreement template, as required by the Federal Bureau of Investigation, to allow staff assigned to the Inland Violent Crime Suppression Task Force to drive federally-owned or -leased vehicles.
4. Authorize the Sheriff/Coroner/Public Administrator to execute, on behalf of the County, the Memorandum of Understanding and Cost Reimbursement Agreement, and to execute, on behalf of the County, the Vehicle Use Agreement template along with staff assigned to the Inland Violent Crime Suppression Task Force who will drive federally-owned or -leased vehicles, all subject to County Counsel review.
5. Direct the Sheriff/Coroner/Public Administrator to transmit the Memorandum of Understanding and the Cost Reimbursement Agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Kelly Welty, Chief Deputy Director, 387-3760)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Memorandum of Understanding (MOU) provides for reimbursement of overtime hours for staff assigned to the Inland Violent Crime Suppression Task Force (IVCSTF). Actual reimbursement will be based on total overtime hours worked. Sufficient appropriation and revenue have been included in the Sheriff/Coroner/Public Administrator's (Department) 2023-24 budget and will be included in future recommended budgets.

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BACKGROUND INFORMATION

The Federal Bureau of Investigation's (FBI) IVCSTF mission is to identify and target for prosecution individuals and criminal enterprise groups responsible for violations of state and/or federal law, such as violent crimes occurring in a public place, mass killings, carjacking, robbery, kidnapping, and firearms violations, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The FBI strengthens partnering law enforcement agency capabilities through training, intelligence-sharing, technical support, and investigative assistance. The Department is requesting authorization to participate in this task force to aid in reducing violent crime, obtain reimbursement for overtime costs, and allow IVCSTF assigned staff to drive federally-owned or -leased vehicles while working on the task force.

The MOU delineates the responsibilities of the IVCSTF personnel and formalizes relationships between participating agencies for policy guidance, planning, training, and public and media relations to maximize inter-agency cooperation. The MOU also includes two additional agreements: A Cost Reimbursement Agreement (CRA) and a Vehicle Use Agreement (VUA). The CRA outlines the process to apply for reimbursement of overtime costs related to IVCSTF matters. The VUA outlines the conditions for use of vehicles owned or leased by the FBI, by Department staff assigned to the IVCSTF as a Non-FBI Task Force Officer. The proposed MOU also includes non-standard terms and conditions that differ from the County's standard contract language as follows:

1. The FBI's IVCSTF MOU does not include or provide any of the insurance requirements pursuant to County Policy 11-07.
 - County standard contract terms and conditions include insurance requirements determined by the County's Risk Management Department.
 - Potential Impact: The County has no assurances that the federal government will be financially responsible for the Department's participation in the task force, which could result in expenses to the County.
2. The federal government and FBI shall not be responsible for any conduct by the Department's personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU.
 - a. County standard contract terms and conditions do not include limitations of liability for contractors.
 - b. Potential Impact: The County's standard contract language is not similarly limited. The Department could potentially be solely responsible for acts of the respective employees involved.
3. The federal government and FBI require the County to indemnify and hold them harmless in relation to civil liability, property damage or personal injury arising from the use of FBI owned or leased vehicles that occur outside the federal deputation of the Department's staff or from activities outside the scope of the MOU.
 - The County standard contract language requires indemnity for active as well as passive negligence.
 - Potential Impact: The County could potentially have to indemnify and hold harmless the federal government and/or FBI in the event it is sued due to activities or vehicle use that are outside the MOU's activities.

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4. The term of the MOU and CRA is indefinite contingent upon approval of necessary funding at the federal level for the IVCSTF.
 - The County standard contract term is a maximum period of five years, including any potential extensions or renewals.
 - Potential Impact: The County does not have a definitive MOU end date and would have to withdraw participation with 30 days' prior written notice.

While the FBI's terms and conditions are exceptions to the County's standard contract language, approval by the Board of Supervisors is necessary for the Department to participate in the IVCSTF. County Counsel and Risk Management have reviewed the non-standard language and provided input.

Approval of Recommendation No. 4 will authorize the Sheriff/Coroner/Public Administrator to sign the MOU and CRA in compliance with FBI policies, and authorize the Sheriff/Coroner/Public Administrator and Department staff assigned to the IVCSTF to sign VUAs in compliance with FBI policies.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Grace B. Parsons, Deputy County Counsel, 387-5455) on May 14, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst, 396-9008) on April 26, 2024; Finance (Erika Rodarte, Administrative Analyst, 387-4919) on May 24, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on May 24, 2024.

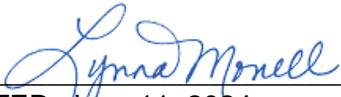
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: June 11, 2024



cc: Sheriff - Welty w/agrees for sign
Contractor c/o Sheriff w/ agree
File w/ agree
JLL 06/26/2024