



San Bernardino County

Legislation Text

File #: 6685, Agenda Item #: 67

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

September 13, 2022

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Memorandum of Understanding and Cost Reimbursement Agreement with the Federal Bureau of Investigation for Participation in the Inland Regional Child Exploitation and Human Trafficking Task Force

RECOMMENDATION(S)

1. Approve Memorandum of Understanding and Cost Reimbursement Agreement, including non-standard terms, with the Federal Bureau of Investigation, for an indefinite duration, but terminable with 30 days' prior written notice, for which the Sheriff/Coroner/Public Administrator will be reimbursed for overtime costs related to staff participation in the Inland Regional Child Exploitation and Human Trafficking Task Force, effective upon full execution of the agreement.
2. Authorize the Sheriff/Coroner/Public Administrator to sign and submit the Memorandum of Understanding and Cost Reimbursement Agreement, as required by the Federal Bureau of Investigation on behalf of San Bernardino County, subject to review by County Counsel.
3. Direct the Sheriff/Coroner/Public Administrator to transmit all documents in relation to this agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Kelly Welty, Chief Deputy Director, 387-0640)

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 additional Discretionary General Funding (Net County Cost). The agreement provides for reimbursement of overtime hours for staff assigned to the Inland Regional Child Exploitation and Human Trafficking Task Force (IRCEHTTF). Actual reimbursement will be based on total overtime hours worked. Sufficient appropriation and revenue has been included in the Sheriff/Coroner/Public Administrator's (Department) 2022-23 budget and will be included in future budgets, if necessary.

BACKGROUND INFORMATION

The Federal Bureau of Investigation's (FBI) IRCEHTTF mission is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction. The FBI strengthens their capabilities through training, intelligence-sharing, technical support, and investigative assistance. The Department is requesting authorization to participate in this program to aid in reducing the vulnerability of children and adults and enable

the Department to obtain reimbursement of overtime costs.

The Memorandum of Understanding (MOU) delineates the responsibilities of the IRCEHTTF 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 a Cost Reimbursement Agreement (CRA) that outlines the process of applying for reimbursement for overtime payments made to deputies assigned to work on IRCEHTTF related matters. The proposed MOU also includes non-standard terms and conditions that differ from the County's standard contract language as follows:

- Insurance requirements: County standard contract terms and conditions include insurance requirements determined by the County's Risk Management Department.
 - a. Non-Standard Term: The FBI's IRCEHTTF MOU does not include or provide any of the insurance requirements pursuant to County Policy 11-07.
 - b. 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.
 - c. Justification: The Department believes that public benefit from task force participation far outweighs any potential risks and believes that personnel from each participating agency have adequate insurance coverage.
- Limitations of Liability: County standard contract terms and conditions do not include limitations of liability for contractors.
 - a. Non-Standard Term: The State and FBI shall not be responsible for any conduct by personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU.
 - b. Potential Impact: The County's standard contract language is not similarly limited. The Department could potentially be solely responsible for the respective employee involved.
 - c. Justification: The Department believes the public benefit achieved by participating in the task force outweighs any potential risk.
- Indemnity: County standard contract language requires indemnity for active as well as passive negligence.
 - a. Non-Standard Term: The State and FBI requires the County to indemnify them in relation to activities associated with the agreement.
 - b. Impact: The County could potentially have to indemnify the State and/or FBI in the event it is sued due to County activities.
 - c. Justification: The Department believes the public benefit achieved by participating in the task force outweighs any potential risk.
- Contract Term: County standard contract term is a maximum period of five years, including any potential extensions or renewals.
 - a. Non-Standard Term: The term of the MOU is indefinite contingent upon approval of necessary funding at the federal level.
 - b. Impact: The County does not have a definitive MOU end date and would have to withdraw participation with 30 days' prior written notice.
 - c. Justification: The Department believes that 30 days' notice is reasonable to withdraw from participation if needed.

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 IRCEHTTF. Counsel and Risk Management have reviewed the non-standard language and provided input.

Approval of Recommendation No. 2 will authorize the Sheriff/Coroner/Public Administrator to sign the MOU and included CRA in compliance with the FBI's policy.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Richard D. Luczak, Deputy County Counsel, 387-5455) on August 22, 2022; Risk Management (Victor Tordesillas, Director, 387-032) on August 17, 2022; Finance (Carolina Mendoza, Administrative Analyst, 387-0294) on August 25, 2022; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on August 26, 2022.