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1

**FEDERAL BUREAU OF INVESTIGATION
SOUTH LOS ANGELES COUNTY VIOLENT CRIMES TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Long Beach Police Department. In the alternative, the FBI and the Long Beach Police Department may hereinafter be referred to cumulatively as the "Parties." Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the South Los Angeles County Violent Crimes Task Force (SLACVCTF) personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. 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.

MISSION

4. The mission of the SLACVCTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SLACVCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SLACVCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Los Angeles Division shall designate one Supervisory Special Agent (SLACVCTF Supervisor) to supervise the SLACVCTF. The SLACVCTF Supervisor may designate a Special Agent to serve as the Violent Crimes Task Force Coordinator (Task Force Coordinator). Either the SLACVCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SLACVCTF.
7. Conduct undertaken outside the scope of an individual's SLACVCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SLACVCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States, nor the FBI shall be responsible for such conduct.
8. SLACVCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SLACVCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SLACVCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SLACVCTF Supervisor will also retain discretion to remove any individual from the SLACVCTF.

B. Case Assignments

11. The FBI SLACVCTF Supervisor will be responsible for opening, monitoring, directing, and closing SLACVCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SLACVCTF Supervisor.
13. For FBI administrative purposes, SLACVCTF cases will be entered into the relevant FBI computer system.

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3

14. SLACVCTF personnel will have equal responsibility for each case assigned. SLACVCTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SLACVCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the SLACVCTF will not knowingly be subject to non-SLACVCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SLACVCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SLACVCTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
18. SLACVCTF investigative leads outside of the geographic areas of responsibility for the FBI Los Angeles Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SLACVCTF personnel will be limited to those situations where it is essential to the effective performance of the SLACVCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SLACVCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SLACVCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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4

22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SLACVCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SLACVCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SLACVCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SLACVCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SLACVCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SLACVCTF reports prepared in cases assigned to SLACVCTF personnel, will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SLACVCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SLACVCTF.
27. SLACVCTF investigative records maintained at the Los Angeles Field Office of the FBI will be available to all SLACVCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SLACVCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SLACVCTF personnel.
29. All SLACVCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

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5

31. The Parties acknowledge that this MOU may provide SLACVCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SLACVCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between SLACVCTF personnel and FBI employees not assigned to the SLACVCTF, may be disseminated by SLACVCTF personnel to non-SLACVCTF personnel without the approval of the SLACVCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SLACVCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. 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.
35. 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.
36. 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).
37. 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.

PROSECUTIONS

38. SLACVCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

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6

39. A determination will be made on a case-by-case basis whether the prosecution of SLACVCTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SLACVCTF.
40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SLACVCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All SLACVCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May

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45. The parent agency of each individual assigned to the SLACVCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SLACVCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. SLACVCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the SLACVCTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SLACVCTF or until the termination of the SLACVCTF, whichever comes first.
49. Deputized SLACVCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SLACVCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the Government Vehicle Policy Implementation Guide (0947PG). The assignment of an FBI owned or leased vehicle to LEA SLACVCTF personnel will require the execution of a separate Vehicle Use Agreement. The assignment of an FBI owned or leased vehicle to LEA SLACVCTF personnel will require the execution of a separate Vehicle Use Agreement.

16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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8

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SLACVCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SLACVCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SLACVCTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and LEA remain responsible for all personnel costs for their SLACVCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SLACVCTF personnel assigned full-time to SLACVCTF, provided overtime expenses were incurred as a result of SLACVCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SLACVCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the SLACVCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SLACVCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SLACVCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SLACVCTF, will be the financial responsibility of the agency supplying said property.

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FUNDING

58. 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 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.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SLACVCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SLACVCTF investigations may be equitably shared with the agencies participating in the SLACVCTF.

DISPUTE RESOLUTION

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SLACVCTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SLACVCTF AND SECURITY CLEARANCES

65. If an LEA candidate for the SLACVCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

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10

66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SLACVCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, SLACVCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SLACVCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SLACVCTF, each individual whose assignment to the SLACVCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SLACVCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SLACVCTF or otherwise relating to the SLACVCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SLACVCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SLACVCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SLACVCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is

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11

certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SLACVCTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SLACVCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Los Angeles Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SLACVCTF personnel.
74. Liability for any conduct by SLACVCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

75. The term of this MOU is for the duration of the SLACVCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SLACVCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SLACVCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SLACVCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SLACVCTF participation.

MODIFICATIONS

78. This agreement may be modified at any time by written consent of all involved agencies.

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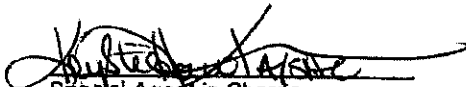
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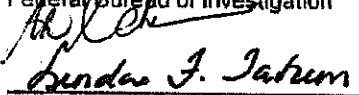
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12

79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency

SIGNATORIES


Special Agent in Charge
Federal Bureau of Investigation


Brenda J. Jabrum
City Manager
City of Long Beach


11/05/2020
Date

9-25-2020
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

September 24, 2020
CHARLES PARKIN, City Attorney

By 
ERIN WEESNER-MCKINLEY
DEPUTY CITY ATTORNEY
for Sarah Green

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UNITED STATES DEPARTMENT OF JUSTICE
INTERIM POLICY
USE OF BODY-WORN CAMERAS BY FEDERALLY DEPUTIZED
TASK FORCE OFFICERS

The purpose of this interim policy is to provide direction to Department of Justice (Department or DOJ) law enforcement components on the use of body worn cameras (BWCs) by task force officers (TFOs) on federal task forces. This interim policy does not mandate, or suggest, that TFOs should use BWCs on joint task forces. Rather, this interim policy provides the parameters for the use of BWCs by TFOs to the extent that a state or local law enforcement agency¹ requires their use by its officers during federal task force operations. For purposes of this interim policy, the term, "TFO BWC recordings," refers to audio and video recordings, and associated metadata from TFO BWCs made while the TFO is working under federal authority, including state and local warrants adopted by a federal agency. DOJ law enforcement agencies may issue internal standard operating procedures to implement TFO use of BWCs consistent with this interim policy.²

i. BACKGROUND

The Department of Justice partners with state and local law enforcement agencies throughout the nation on joint task forces. This relationship is vitally important to the

¹ This interim policy applies equally to tribal and territorial law enforcement agencies.

² This interim policy provides Department components with internal direction. It is not intended to, does not, and may not be relied upon to create any substantive or procedural rights enforceable at law by any party in any civil or criminal matter.

Department and its mission to protect our communities. Several of these participating state and local agencies have adopted internal policies mandating the use of BWCs and have requested that their officers wear BWCs while conducting planned arrests and searches during federal task force operations. To the extent state and local law enforcement agencies mandate BWCs for TFOs while engaged in federal task force operations, the Department will permit federally deputized TFOs from those agencies to use their BWCs under the following circumstances.

II. USE OF BODY WORN CAMERAS DURING FEDERAL TASK FORCE OPERATIONS

Unless subject to a specific exception below, TFOs employed by a law enforcement agency that mandates the use of BWCs on federal task forces may wear and activate their recording equipment for the purpose of recording their actions only in the geographic area covered by the TFO's parent agency, and only during: (1) a planned attempt to serve an arrest warrant or other planned arrest; or, (2) the execution of a search warrant. TFOs are authorized to activate their BWCs upon making entry into a premises or upon approaching a subject, and must deactivate their BWCs when the scene is secured as determined by the federal supervisor on the scene. For purposes of this interim policy, the term, "secured" means that the scene is safe and under law enforcement control. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer. TFOs are prohibited from recording: (1) undercover personnel; (2) confidential informants or confidential sources; (3) on-scene witness interviews prior to or after the operation; (4) personnel using specialized or sensitive investigative techniques or equipment; or (5) actions by any non-law enforcement persons at the scene who are

assisting law enforcement personnel. TFOs are prohibited from activating their BWC if the TFO is using specialized or sensitive investigative techniques, operating in a sensitive area, or working in an undercover or covert status on behalf of the federal task force or federal agency as determined by the federal agency sponsoring the task force. Under no circumstances will TFOs use their BWCs to record any activities related to national security (including international and domestic terrorism) investigations or other cases involving classified information. Subject to the discretion of the federal agency sponsoring the task force, TFOs generally shall not use their BWCs to record any activities related to investigations involving public corruption, medical facilities, or other sensitive investigations. The Department's policy of permitting the limited use of BWCs on task forces does not apply to highly specialized or sensitive operations or groups as determined by the federal agency sponsoring the task force.

III. STORAGE OF TASK FORCE OFFICER BODY WORN CAMERA RECORDINGS IN FEDERAL TASK FORCE OPERATIONS.

The TFO activating a BWC during federal task force operations is responsible for downloading the resulting TFO BWC recordings. Once the TFO BWC recording is downloaded, it shall be placed onto external media (e.g., DVD, hard drive, etc.), or other mutually agreeable delivery mechanism, and promptly provided to the federal task force.

The TFO shall also provide a written statement in accordance with procedures established by the federal agency sponsoring the task force, attesting that the data provided is a fair and accurate copy of the data recorded by the BWC. The federal agency sponsoring the task force shall maintain TFO BWC recording and the statement from the TFO in the applicable federal agency's files.

IV. FEDERAL RECORDS & FREEDOM OF INFORMATION ACT

All TFO BWC recordings made during federal task force operations, including such recordings retained by the TFO's parent agency and/or in the possession of any third party engaged by the parent agency to store or process BWC recordings shall be deemed federal records of the Department and the federal agency sponsoring the task force pursuant to the Federal Records Act. TFO BWC recordings are controlled by, and the property of, the Department and cannot be disseminated without the written permission of the Department. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning any disclosure or dissemination; and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination. Nothing in this interim policy shall be deemed to provide a right of public access to TFO BWC recordings.

V. MEMORIALIZATION

Subject to the guidance set forth in this interim policy, the Special Agent-in-Charge (SAC) or the Director of the U.S. Marshals Service (or the Director's designee) of the sponsoring federal law enforcement agency, is responsible for memorializing any agreement with a state and local law enforcement agency on the use of BWCs by federally deputized TFOs during federal task force operations. Upon notification to the United States Attorney, the SAC or the Director of the U.S. Marshals Service (or the Director's designee) shall execute a Memorandum of Understanding (MOU), or addendum to a preexisting MOU, prior to use of BWCs by TFOs that sets forth the details for the use of BWCs by TFOs on

the task force consistent with this interim policy. Prior to entering into any agreement, the TFO's parent agency shall provide to the federal agency sponsoring the task force the details regarding the BWC system and cameras, including the details of any system protections, to the satisfaction of the federal agency, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies. This MOU shall make clear that TFO BWC recordings, including such recordings residing in the state/local agency's BWC system or other copies retained by the agency and/or in the possession of any third party engaged by the agency to store or process BWC recordings, are deemed to be a federal record, subject to federal access to information laws, regulations, policies, and procedures.

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
LONG BEACH POLICE DEPARTMENT (AGENCY)

TASK FORCE FILE # 281D-LA-C250833-MOU

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized South Los Angeles County Violent Crimes Task Force (SLACVCTF) as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Long Beach Police Department located at 400 West Broadway, Long Beach, California 90802, Taxpayer Identification Number: 52-6000769, Phone Number: (562) 570-7778 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each

officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2019, must be received by the FBI by December 31, 2019. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

R. Luna 10-9-20
Date

FOR THE FBI:

[Signature] 11/24/2020
Special Agent in Charge Date

[Signature] 12/1/2020
Coordinating Officer Date
FBI Headquarters