1996/199,

AGREEMENT

BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND SAN FRANCISCO POLICE DEPARTMENT

Pursuant to Public Law Number (104-208) for Fiscal year (FY) 1997, the FBI has been authorized to pay overtime for the police officer(s) assigned to the formalized Gang Task Force investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the San Francisco Police Department.

1) Commencing on October 1, 1996, the FBI will, subject to the availability of the required funding, reimburse the San Francisco Police Department for overtime payments made to the officer(s) assigned full-time to the Task Force.

2) Requests for reimbursement shall be made on a monthly basis and should be forwarded to FBI Headquarters 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 San Francisco Police Department to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and submission.

3) Overtime reimbursements shall be made directly to the San Francisco Police Department by the FBI.

4) Overtime reimbursements for officers assigned to the Gang Task Force will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement, up to a monthly maximum of $703.38.

5) It is agreed that the San Francisco Police Department will have three officer assigned full-time to the task force.

6) It is agreed that the maximum monthly overtime reimbursement allocation computed for each full-time task force officer shall not exceed $703.38.

7) Each request for reimbursement shall 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. Each reimbursement request must be accompanied by a certification signed by an appropriate Supervisor of the department that the request has been personally reviewed, that the information described in this paragraph is accurate and the personnel for whom reimbursement is claimed were assigned full-time to task force cases.

8) This agreement may be modified at any time by written consent of the parties. This agreement may be terminated unilaterally at any time by the FBI and shall not extend beyond September 30, 1997.

Jack R. Lordith 10/18/96
Contract Review Unit / / Date
FBIHQ Contracting Officer

Special Agent In Charge Date

12/01/96
San Francisco Police Department Date

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

FEDERAL BUREAU OF INVESTIGATION
SAN FRANCISCO VIOLENT GANG SAFE STREETS 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 **San Francisco Police Department (SFPD).** 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; 34 U.S.C. § 10211; 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 San Francisco Violent Gang Safe streets Task Force (SFVGSSTF) 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. No assignment or right, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SFVGSSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, 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 SFVGSSTFwill 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.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SFVGSSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

6. The Special Agent in Charge (SAC) of the FBI San Francisco Division shall designate one Supervisory Special Agent (SFVGSSTF Supervisor) to supervise the SFVGSSTF. The SFVGSSTF Supervisor may designate a Special Agent to serve as the SFVGSSTF Coordinator. Either the SFVGSSTF Supervisor or the SFVGSSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SFVGSSTF.

7. Conduct undertaken outside the scope of an individual's SFVGSSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SFVGSSTF Supervisor or SFVGSSTF Coordinator.

8. SFVGSSTF personnel will report to his or her respective agency heads.

9. Continued assignment of personnel to the SFVGSSTF will be based on performance and at the disrection of appropriate management. The FBI SAC and SFVGSSTF Supervisor will also retain discretion to remove any individual from the SFVGSSTF.

B. **Case Assignments**

10. Consistent with Paragraph 8 of this MOU, the FBI SFVGSSTF Supervisor will be responsible for opening, monitoring, directing, and closing SFVGSSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

11. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SFVGSSTF Supervisor.

12. For FBI administrative purposes, SFVGSSTF cases will be entered into the relevant FBI computer system.

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

C. **Resource Control**

14. The head of each participating agency shall determine the resources to be dedicated by that agency to the SFVGSSTF, 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**

15. It is agreed that matters designated to be handled by the SFVGSSTF will not knowingly be subject to non- SFVGSSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SFVGSSTF's existence and areas of concern.

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

16. It is agreed that there is to be no unilateral action taken on the part of the FBI or the SFPD relating to SFVGSSTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

17. SFVGSSTF investigative leads outside of the geographic areas of responsibility for the FBI San Francisco Division will be communicated to other FBI offices for appropriate investigation.

18. SFPD Officers assigned to the SFVGSSTF will abide by all SFPD policies, procedures, and applicable laws. To the extent there is a conflict, SFPD Officers shall follow its policies and procedures or withdraw from that portion of the operations that raises the concern.

B. **Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SFVGSSTF personnel will be limited to those situations where it is essential to the effective performance of the SFVGSSTF. These disclosures will be consistent with applicable FBI guidelines and policy.

20. Non-FBI SFVGSSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SFVGSSTF. 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.

22. Applicable 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 SFVGSSTF 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 SFVGSSTF investigation must be in accordance with the United States Attorney General's Guidelines and FBI policy, regardless of whether the handling agency is an FBI SFVGSSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SFVGSSTF investigations shall be maintained at an agreed upon location.

C. **Reports and Records**

24. Subject to Paragraph 24, all SFPD records created prior to execution of the MOU remain subject to California Public Records Act and the San Francisco Administrative Code Chapter 67 that governs the release of public records. In general, during the pendency of an investigation, SFPD information and records created prior to execution of the MOU will

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

not be released. Any SFPD investigative records and information created prior to execution of the MOU that is disclosed under this MOU is “official information” under California Code of Evidence, section 1040 and disclosure of such information under this MOU shall not constitute waiver of the privilege as provided for under California Government Code, section 6254.5 subdivision (e). The parties understand that SFPD will make independent determinations whether to release SFPD records created prior to execution of the MOU in accordance with applicable laws.

25. Paragraph 23 does not apply to records or reports created after the formation of SFVGSSTF. Any reports or records created by the SFVGSSTF shall not be released without prior consultation and approval of the FBI. Applicable United States Attorney General’s Guidelines and FBI policy and procedure will apply to the released and dissemination of all records and reports created by the SFVGSSTF. Records or reports created by the SFVGSSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SFVGSSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion.

26. Notwithstanding paragraph 23 and 24, in the event there is a public records requests for documents and the only basis for withholding them is that the documents are the property of the FBI and loaned to SFPD, the SFPD will allow the FBI the opportunity to either consent to the release or to obtain appropriate judicial relief prohibiting SFPD and the City and County of San Francisco from producing such documents.

27. 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 SFVGSSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. SFVGSSTF reports prepared in cases assigned to SFVGSSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in SFVGSSTF 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 SFVGSSTF.

30. SFVGSSTF investigative records maintained at the San Francisco Field Office of the FBI will be available to all SFVGSSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SFVGSSTF 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 SFVGSSTF personnel.

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

32. All SFVGSSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into SFPD's files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

33. 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.

34. The Parties acknowledge that this MOU may provide SFVGSSTF 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 SFVGSSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

35. SFPD Officers assigned to the SFVGSSTF shall wear body worn cameras consistent with SFPD policies and procedures. To the extent there is a conflict and SFPD Officers are advised to deviate from its Body Worn Camera Policy, SFPD Officers shall withdraw from that portion of the operation.

INFORMATION SHARING

36. No information possessed by the FBI, to include information derived from informal communications between SFVGSSTF personnel and FBI employees not assigned to the SFVGSSTF, may be disseminated by SFVGSSTF personnel to non- SFVGSSTF personnel without the approval of the SFVGSSTF 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, SFVGSSTF personnel will not provide SFPD information to the FBI that is not otherwise available to it unless authorized by appropriate SFPD officials.

37. 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, and such disclosure is consistent with relevant statues, applicable United States Attorney General's Guidelines, and FBI Policy.

38. 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.

39. 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.

40. 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).

41. 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

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

43. A determination will be made on a case-by-case basis whether the prosecution of SFVGSSTF 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 SFVGSSTF.

44. 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 SFVGSSTF 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

45. 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.

46. 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 (DIOG) 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.

47. 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.

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

B. Undercover Operations

48. All SFVGSSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI 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-DEVICES[1]

49. SFPD Officers assigned to SFVGSSTF will abide by SFPD's Use of Force Policy. To the extent there is any ambiguity between the FBI or SFPD's Use of Force Policies, SFPD Officers shall adhere to its own policies.

50. The parent agency of each individual assigned to the SFVGSSTF 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.

51. The parent agency of each individual assigned to the SFVGSSTF 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

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

DEPUTATIONS

53. Local and state law enforcement personnel designated to the SFVGSSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputization authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SFVGSSTF or until the termination of the SFVGSSTF, whichever comes first.

54. Deputized SFVGSSTF 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.

---

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

VEHICLES

55. In furtherance of this MOU, employees of SFPD may be permitted to drive FBI owned or leased vehicles for official SFVGSSTF business and only in accordance with applicable FBI policy, rules, and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SFVGSSTF personnel will require the execution of a separate Vehicle Use Agreement.

56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SFVGSSTF business.

57. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by SFVGSSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

58. 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 SFPD SFVGSSTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.

59. To the extent permitted by applicable law, SFPD agree 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 participating SFPD SFVGSSTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

60. The FBI and SFPD remain responsible for all personnel costs for their SFVGSSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 61 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SFVGSSTF personnel assigned full-time to SFVGSSTF, provided overtime expenses were incurred as a result of SFVGSSTF 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 participating agencies for full-time employee(s) assigned to SFVGSSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable SFPD overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the SFVGSSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SFVGSSTF,

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

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

FUNDING

63. 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

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SFVGSSTF operations.

65. 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 SFVGSSTF investigations may be equitably shared with the agencies participating in the SFVGSSTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SFVGSSTF's objectives.

67. 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

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and SFPD policy and guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SFVGSSTF AND SECURITY CLEARANCES

70. If an SFPD candidate for the SFVGSSTF 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.

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

71. If, for any reason, the FBI determines that an SFPD candidate is not qualified or eligible to serve on the SFVGSSTF, SFPD will be so advised and a request will be made for another candidate.

72. 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.

73. Before receiving unescorted access to FBI space identified as an open storage facility, SFVGSSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SFVGSSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

74. Upon departure from the SFVGSSTF, each individual whose assignment to the SFVGSSTF 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

75. 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 SFVGSSTF.

76. Each 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 SFVGSSTF or otherwise relating to the SFVGSSTF. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SFVGSSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. 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 SFVGSSTF 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 U.S. 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 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

DocuSign Envelope ID: BD4A31F4-F241-4685-846E-EDFC6C8A516C

FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SFVGSSTF personnel.

78. 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 SFVGSSTF 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 San Francisco 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 SFVGSSTF personnel.

79. Liability for any conduct by SFVGSSTF 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.

DURATION

80. The term of this MOU is for the duration of the SFVGSSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the SFVGSSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SFVGSSTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the SFVGSSTF 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 SFVGSSTF participation.

MODIFICATIONS

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

    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

DocuSigned by:

240B29B0C2D74D5...

Timothy M. Stone
Acting Special Agent in Charge
Federal Bureau of Investigation
San Francisco Field Office

March 22, 2022

Date

DocuSigned by:

Chief William Scott

1EEB1BBFDGEC4D0...

William Scott
Police Chief
San Francisco Police Department

March 24, 2022

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL BUREAU INVESTIGATION
AND
SAN FRANCISCO POLICE DEPARTMENT

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation (FBI) and the San Francisco Police Department, hereinafter referred to as the "parties", is to define the scope of work and responsibilities of the parties concerning reimbursement for the equipment costs associated with their participation in the FBI's San Francisco Safe Streets Gang Task Force (SFSSGTF). The provisions outlined in this MOA do not alter the previously agreed to Memorandum of Understanding between the San Francisco Police Department and the FBI.

2. BACKGROUND: The mission of the SFSSGTF is to disrupt and dismantle violent criminal enterprises operating within San Francisco County. Throughout the years, the San Francisco Police Department Gang Task Force expended funds to equip their task force officers and detectives with operational equipment supporting the SFSSGTF. To facilite the safe and effective communication of a multi-agency task force, the program will equip 10 Task Force Officers with AT&T push to talk devices. The devices and one year (12 months) of service will cost $2,768.80. Following the initial 12 month period, the FBI will incur monthly services fees.

3. AUTHORITY: The FBI is entering into this MOA under the authority provided by 28 U.S.C. §§ 533, 530(C) and 28 C.F.R. § 0.85.

4. SCOPE: This MOA defines the terms and conditions for reimbursement by the FBI of expenditures incurred by San Francisco Police Department in equipping the task force with ten (10) AT&T push to talk devices and is agreed upon by the parties as follows:

- Contingent on the availability of funds through the Criminal Investigative Division, Safe Streets and Gang Unit, the FBI will seek funding for San Francisco Police Department reimbursement for equipment for the SFSSGTF.

- The following are expenditures, submitted through invoices from San Francisco Police Department to the FBI for the equipment provided for use by the SFSSGTF:

ITEM	QUANTITY REQUESTED	QUANTITY APPROVED	UNIT PRICE	TOTAL
Sonim XP3 (AT&T push to talk device)	10	10	$0.99	$9.90
12 Month Service Plan (Primary User Pooled Data for Feature phones)	10	10	$229.90 Per month	$2,758.80 12 month service
Total				$2,768.70

5. FUNDING: The FBI hereby agrees to reserve within its financial management system a sum of appropriated funds not to exceed $3,000. These reserved funds will be used to reimburse the San Francisco Police Department for the aforementioned equipment provided for use by the SFSSGTF. San Francisco Police Department shall retain responsibility and ownership of the equipment and all subsequent support and repairs shall be borne by the San Francisco Police Department and not by the FBI.

6. ISSUANCE: The parties agree that the AT&T push to talk devices will be issued to San Francisco Gang Task Force officers and detectives assigned to the SFSSGTF. AT&T push to talk devices and service plan will be for the exclusive use by members of the SFSSGTF. Upon departure of any San Francisco Gang Task officer from the SFSSGTF, the push to talk devices will be reassigned by the San Francisco Police Department to any incoming officer or detective supporting the SFSSGTF or stored within the San Francisco Police Department's custody and control until a time when reissuance is appropriate. Due to US laws and regulations, the AT&T push to talk devices will not be sold or transferred to any other organization. At the end of the AT&T push to talk devices' usable life, the push to talk devices shall be disposed of in a manner consistent with United States law and a written declaration shall be provided to the FBI.

7. LIABILITY: The parties agree that each party is responsible for the negligent and wrongful acts and omissions by its employees. In addition, the parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., for the negligent and wrongful act and omission by either party's employee in the performance of assigned task force duties, the FBI shall be responsible for the investigation and disposition of said claim. Nothing herein should be construed as supplanting any applicable statute, rule or regulation. Further, nothing in this agreement should be construed as adding, modifying, or nullifying any provision of the overall Memorandum of Understanding between the San Francisco Police Department and the FBI. The parties further agree that no promises or guarantees regarding the effectiveness of the push to talk devices has been made or agreed upon by the parties.

8. POINTS OF CONTACT: The FBI and the San Francisco Police Department will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The parties agree to coordinate liability issues, jurisdictional matters, and any other issues through their designated POC.

9. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOA will be resolved only by consultation between the parties and will not be referred to a local, state, or federal court.

10. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

a. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA.

b. Except as otherwise provided, this MOA may be amended by the mutual written consent of the parties' authorized representatives.

11. FORCE AND EFFECT

This MOA, which consists of 11 Sections on 4 pages, will enter into effect upon signature of all parties and will remain in effect for the duration of the SFSSGTF or the end of the usable life of the AT&T push to talk devices (whichever is shorter), so terminated by a written declaration and advisement that the AT&T push to talk devices were disposed of in a lawful manner.

This MOA is the complete and exclusive statement of agreement between the parties with respect to the FBI's reimbursement to San Francisco Police Department for the costs associated with the purchase of the above listed equipment to be utilized by the SFSSGTF. This MOA supersedes all written and oral proposals and other communications between the parties regarding the purchase of AT&T push to talk devices. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA. Nothing in this MOA is intended to create, nor does it create, an enforceable legal right or private right of action. The foregoing represents the understandings reached between the FBI and San Francisco Police Department upon the matters referred to herein.

FOR THE FEDERAL BUREAU OF INVESTIGATION

Signature
Craig Fair
Special Agent in Charge
Federal Bureau of Investigation
San Francisco Field Office

05/07/2021
Date

Signature
Wilson Ng
Financial Liaison Specialist
Federal Bureau of Investigation
San Francisco Field Office

05/11/2021
Date

FOR THE SAN FRANCISCO POLICE DEPARTMENT

Signature
Chief William Scott
Chief of Police
San Francisco Police Department

04/16/2021
Date

Request for Quote (RFQ)

Wireless Products and Services

Contract Vehicle:

AT&T GSA Federal Supply Schedule 47QTCA19D00MV

January 29, 2021

Submitted to:

Federal Bureau of Investigation, a division of the United States Department of Justice
Matt Cobo
FBI San Francisco

Submitted by:

AT&T Mobility LLC
7125 Columbia Gateway Drive,
Suite 210
Columbia, MD 21046

Restriction on Disclosure and Use of Data

This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this quotation, without the express written consent of AT&T. If, however, a contract is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all pages that carry the legend of "Use or disclosure of the data on this page or screen is subject to the restrictions on the title page or opening view screen of this quotation document or file."

Additional restrictions appear on the following page, which shall be considered part of this title page.

Limited Rights Legend

RFQ: Wireless Products and Services

Contractor: AT&T Mobility LLC (AT&T)

AT&T - PROPRIETARY

This document contains confidential, trade secret, commercial or financial information owned by AT&T Inc. and is voluntarily submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1905).

CONTRACTOR QUOTATION INFORMATION

This quotation shall not be disclosed to evaluators outside the Government, except pursuant to a nondisclosure agreement between the evaluator and AT&T.

AT&T reserves the right to vary the terms in quotation to changes in the specifications made by the Government. Submission of this quotation by AT&T in no way conveys any right, title, interest or license in any intellectual property (including but not limited to patents, copyrights, trade secrets or trademarks) contained or embodied herein.

To order equipment and/or services, eligible customers must submit a valid Order subject to the terms and conditions of AT&T GSA Federal Supply Schedule 47QTCA19D00MV. This quotation is valid for thirty (30) days from the date on which it was issued, and may be extended by written approval of AT&T. In the event of conflict, the terms and conditions of the AT&T GSA Federal Supply Schedule 47QTCA19D00MV contract will prevail.

Prices for Wireless Plans are displayed as monthly service charges and do not include applicable taxes, fees, and surcharges, or charges for data overages, features, roaming, minutes used over allowance, Call Forwarding, 411, pay per use, etc. Please see the Pricelist and the General Terms and Conditions of the AT&T Mobility LLC (AT&T) GSA Federal Supply Schedule 47QTCA19D00MV for more information, including sections 5.1, 5.1.1, and 5.1.2 which address taxes, fees, and surcharges. For an estimate on additional taxes, fees, and surcharges please go to: http://www.wireless.att.com/cell-phone-service/additionalcharges/

All products and services referenced in this quotation are subject to the terms and conditions of the AT&T GSA Federal Supply Schedule 47QTCA19D00MV.

This quotation contains open market items which are identified herein. In accordance with FAR 8.402(f), Open Market Items are available as incidental items to services purchased under the AT&T GSA Contract # 47QTCA19D00MV. Open Market Items must be purchased on the same order as the Federal Supply Schedule item that the Open Market Item is incidental to or on an order modification to an existing order that includes the Federal Supply Schedule item that the Open Market Item is incidental to. Open Market Items are to be clearly labeled on any resulting order as items not on the Federal Supply Schedule (FAR 8.402(f)(3)). All clauses applicable to items not on the Federal Supply Schedule are to be included in any resulting order (FAR 8.402(f)(4)).

All applicable discounts and/or credits have been applied. This quotation contains special pricing that cannot be combined with any other promotional offers, credits or other discounts. No additional discounts and/or credits apply.

January 29, 2021

Matt Cobo
Federal Bureau of Investigation, a division of the United States Department of Justice
FBI San Francisco

RE: Wireless Products and Services

Matt Cobo,

AT&T Mobility LLC (AT&T) is pleased for the opportunity to provide this quote related to wireless products and services. As a leading provider of government wireless services, AT&T is uniquely positioned to provide the Federal Bureau of Investigation with proven communication solutions.

AT&T's quote is subject to the requirements, clauses, terms and conditions of the AT&T GSA Federal Supply Schedule 47QTCA19D00MV, this cover letter, this quote and subject to the Federal Bureau of Investigation providing an acceptance of pricing; terms and conditions via an order or other Government acceptable documentation. The terms of this quote will be incorporated into any resulting Order.

For administrative convenience (FAR 8.402(f)), this quotation contains Open Market Items. Open Market Items are to be clearly labeled on any resulting order as items not on the Federal Supply Schedule (FAR 8.402(f)(3)). The clauses applicable to the Open Market Items are included in this quotation. All clauses applicable to items not on the Federal Supply Schedule are to be included in any resulting order (FAR 8.402(f)(4)).

In the event that the RFQ contains additional or differing requirements, clauses, terms and/or conditions other than those currently included in the AT&T GSA Federal Supply Schedule 47QTCA19D00MV, AT&T is unable to accept such additional or differing requirements, clauses, terms and conditions at this time. Should the Federal Bureau of Investigation issue AT&T a resulting Order, AT&T would gladly review in more detail such additional or differing provisions for possible inclusion in a resulting Order. AT&T remains fully prepared to discuss all such additional or differing items.

AT&T looks forward to working with and supporting the Federal Bureau of Investigation in their communication and wireless solutions. Please do not hesitate to call me for assistance at any time.

AT&T would greatly appreciate it if the Federal Bureau of Investigation would acknowledge receipt of this quote.

Sincerely,

John Giarrusso
Sr. Contracts Manager
Global Public Sector Solutions, Operations & Wholesale
Global Operations & Services
Phone 508-446-4167 | Fax: 301.576.5443
Email: john.giarrusso@att.com

Use or disclosure of the data on this page or screen is subject to the restrictions on the title page or opening view screen of this quotation document or file.

FirstNet Mobile-Pooled Plans for Primary Users

Wireless Product/Service	Monthly Service Charge per User	Quantity	Monthly Service Charge Total	12 Month Service Charge Total
Primary User Pooled Data for Feature phones [2 4 5 6]	$22.99	10	$229.90	$2,758.80

FirstNet eligibility: FirstNet devices or FirstNet rate plans are only available to authorized users of agencies and organizations that meet the qualifications of being a Public Safety Entity ("PSE") as defined in the Middle Class Tax Relief and Job Creation Act of 2012 as an "entity that provides public safety services." 47.U.S.C. § 1401(26). Eligibility must be determined for each Primary User and Extended Primary User prior to the activation of a FirstNet device or FirstNet rate plan

[1] For basic and quick messaging phones only

[2] Use in the U.S. Pacific Territories requires disabling of the International Roaming Blocking Feature and adding the U.S. Pacific Territories Feature.

[3] Includes Unlimited Talk & Text to Canada & Mexico. Pay-per-use rates apply to calls made to all other countries.

[4] Includes no roaming charges in Mexico. Use in Mexico requires disabling of the International Roaming Blocking Feature.

AT&T Enhanced Push-To-Talk

Wireless Product/Service	Monthly Service Charge per User	Quantity	Monthly Service Charge Total	12 Month Service Charge Total
AT&T Enhanced PTT Bolt-On	$0.00	10	$0.00	$0.00

Wireless Devices/Equipment (Open Market Items)

Wireless Devices/Equipment [1] (Open Market Items)	Requirements pertaining to purchase of wireless device [2]	Price [3] (Each)	Quantity	Total [3]
Sonim XP3	Must be a new Service activation or eligible upgrade[2] on a qualified FirstNet Pooled Data Service Plan with a Monthly Service Charge of $22.99 or higher on the same device.	$0.99 [3]	10	$9.90 [3]

[1] Open Market Item (FAR 8.402(f)). Open Market Items are available as incidental items to services purchased under the AT&T GSA Contract # 47QTCA19D00MV. Open Market Items must be purchased on the same order as the Federal Supply Schedule item that the Open Market Item is incidental to or on an order modification to an existing order that includes the Federal Supply Schedule item that the Open Market Item is incidental to.

[2] Users qualify for an upgrade if that user: (a) is currently active on Service with AT&T under GSA Contract # 47QTCA19D00MV; and (b) has been active on Service for the previous twenty-four (24) consecutive months since the initial activation or previous upgrade whichever is longer. Users are eligible to upgrade a second time if they remain active on service for an additional twenty-four (24) consecutive months after the first upgrade.

[3] The Wireless Devices/Equipment price (a) does not include applicable Taxes, (b) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to AT&T's customers; (c) is not available through a separate Data Solutions Provider; and (d) remains subject to availability limitations.
are incorporated by reference.

Use or disclosure of the data on this page or screen is subject to the restrictions on the title page or opening view screen of this quotation document or file.