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1

**FEDERAL BUREAU OF INVESTIGATION
NORTHERN NEVADA CHILD EXPLOITATION AND HUMAN TRAFFICKING 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 following participating agencies, hereafter referred to as the "Participating Agencies". Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.
 - a. Federal Bureau of Investigation (FBI)
 - b. Washoe County Sheriff's Office (WCSO)

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 **NORTHERN NEVADA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE (NNCEHTTF)** 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

The mission of the **NNCEHTTF** is to investigate all violations of Federal law as they relate to violent crime with an emphasis on crime against children, and to prosecute those violations both in Federal Court and State Court, utilizing that venue which best addresses the **NNCEHTTF** objectives. Those investigations will include, but are not limited to, violations of child sex crimes, child pornography, child abduction, human trafficking and other child exploitation matters.

The task force 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 provide a rapid, proactive, and intelligence-driven investigative response to the

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3

10. The FBI **NNCEHTTF** Supervisor will be responsible for opening, monitoring, directing, and closing **NNCEHTTF** 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 **NNCEHTTF** Supervisor.
12. For FBI administrative purposes, **NNCEHTTF** cases will be entered into the relevant FBI computer system.
13. **NNCEHTTF** personnel will have equal responsibility for each case assigned. **NNCEHTTF** 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 **NNCEHTTF**, 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 **NNCEHTTF** will not knowingly be subject to non-**NNCEHTTF** law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the **NNCEHTTF**'s existence and areas of concern.
16. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to **NNCEHTTF** investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.
17. **NNCEHTTF** investigative leads outside of the geographic areas of responsibility for FBI Las Vegas Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

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

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5

rules and policies governing the submission, retrieval and chain of custody will be adhered to by **NNCEHTTF** personnel.

28. All **NNCEHTTF** 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.
29. 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.
30. The Parties acknowledge that this MOU may provide **NNCEHTTF** 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 **NNCEHTTF** personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

31. No information possessed by the FBI, to include information derived from informal communications between **NNCEHTTF** personnel and FBI employees not assigned to the **NNCEHTTF**, may be disseminated by **NNCEHTTF** personnel to non-**NNCEHTTF** personnel without the approval of the **NNCEHTTF** 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, **NNCEHTTF** 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.
32. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
33. 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.
34. 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.

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B. Undercover Operations

43. All **NNCEHTTF** 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

44. The parent agency of each individual assigned to the **NNCEHTTF** 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.
45. The parent agency of each individual assigned to the **NNCEHTTF** 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

46. **NNCEHTTF** personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

47. Local and state law enforcement personnel designated to the **NNCEHTTF**, 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 **NNCEHTTF** or until the termination of the **NNCEHTTF**, whichever comes first.

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.

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9

as a result of **NNCEHTTF**-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 **NNCEHTTF**, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable **Participating Agencies** overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

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

FUNDING

57. 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

58. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with **NNCEHTTF** operations.
59. 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 **NNCEHTTF** investigations may be equitably shared with the agencies participating in the **NNCEHTTF**.

DISPUTE RESOLUTION

60. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the **NNCEHTTF**'s objectives.

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11

agency receives notice, concerning or arising from the conduct of personnel assigned to the **NNCEHTTF** or otherwise relating to the **NNCEHTTF**. 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 **NNCEHTTF** 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 **NNCEHTTF**, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

71. 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 **NNCEHTTF** 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 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 **NNCEHTTF** personnel.
72. 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 **NNCEHTTF** 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 Las Vegas 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 **NNCEHTTF** personnel.
73. Liability for any conduct by **NNCEHTTF** 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.

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13

SIGNATORIES



**Spencer L. Evans
Special Agent in Charge
Las Vegas Division
Federal Bureau of Investigation**

06/09/2022

Date



**Darin Balaam, Sheriff
Washoe County Sheriff's Office**

8/31/2022

Date

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