



U.S. Department of Justice
Federal Bureau of Investigation

2001 Freedom Way, Roseville, CA 95678

June 26, 2018

Eric Jones
Chief of Police
Stockton Police Department

RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND CITY OF STOCKTON, CALIFORNIA POLICE DEPARTMENT (CITY) FOR USE OF A CLOSED-STORAGE SPACE

Dear Chief Jones,

This letter serves as formal notification of the Federal Bureau of Investigation's intent to withdrawal, with 30 day notice, from the attached Memorandum of Understanding (MOU) between the FBI and the City of Stockton, California.

The decision to withdrawal from the MOU was made after careful consideration and consultation with Stockton Chief of Police Eric Jones and members of the Stockton Safe Streets Task Force (SSSTF). The decision to withdrawal from the MOU is solely logistical.

The mission of the MOU was to provide a secure space within Stockton Police Department for SSSTF to plan and execute law enforcement operations within the City of Stockton. FBI Stockton Resident Agency moved to a new location with adequate space for the SSSTF shortly after the MOU was completed. The secure space within Stockton Police Department is no longer needed.

The FBI sincerely appreciates the outstanding and ongoing cooperation between Stockton Police Department and FBI Stockton Resident Agency.

Sincerely,


Sean Ragan
Special Agent in Charge
Federal Bureau of Investigation
Sacramento Division

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND CITY OF
STOCKTON, CALIFORNIA POLICE DEPARTMENT (CITY)
FOR USE OF A CLOSED-STORAGE SPACE**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by the Federal Bureau of Investigation (FBI) and the City of Stockton, California (CITY). The FBI and CITY are also hereinafter referred to as a "Party" or collectively as "the Parties."

II. PURPOSE

The purpose of this MOU is to set forth the Parties' agreements regarding the alteration and outfitting of an approximate 2,000 square foot space, for use as a closed-storage space located within the Stockton Police Department Facility at 22 East Weber Street, Stockton, California. The space will be occupied by the Stockton Safe Streets Task Force (SSSTF) and will hereinafter be referred to as the "SSSTF Offsite." This MOU also acknowledges the parties intent to enter into an Occupancy Agreement which will set forth the terms by which FBI will operate within the SSSTF Offsite pursuant to Section V below.

III. MISSION

The mission of the SSSTF Offsite is to provide a secure space within the SPD's space for classified FBI systems, FBI personnel, and FBI-cleared task force personnel to provide the SSSTF a secure space to plan and execute law enforcement operations within the City of Stockton.

IV. AUTHORITY

The FBI is entering into this MOU under the authority provided by 28 U.S.C. § 533 and 28 C.F.R. 0.85.

V. SELECTED TERMS

- A. The FBI will provide funding to alter and outfit the SSSTF Offsite to satisfy the FBI Security Division requirements for operational use of the SSSTF Offsite being created.
- B. The FBI will bear all costs associated with the alteration and outfitting of the SSSTF Offsite.
- C. The CITY will provide the FBI with use of the SSSTF Offsite and appurtenant areas at no cost to the FBI for the duration of this MOU. The CITY will also pay the monthly utility costs.

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- D. The SSSTF Offsite will be altered and outfitted to meet secure space requirements which can be used to store classified information at the SECRET level.

VI. SECURITY RESPONSE

FBI guidelines require the FBI to coordinate an armed response within fifteen minutes of alarm activation for any FBI-controlled space with closed storage. Because the SSSTF Offsite will be located within actual SPD space, that requirement is met under this MOU.

VII. LIABILITY

The Parties understand this MOU does not alter applicable law which would govern any claim of civil liability arising out of any activity conducted pursuant to this MOU.

VIII. POINTS OF CONTACT

The FBI and CITY will assign points of contact (POCs) for this MOU. The Parties agree to coordinate safety concerns, space and technical issues, and any other concerns or issues through their designated POCs, as appropriate.

IX. OTHER

- A. This MOU is not an obligation or commitment of funds, but rather is a basic statement of the understanding between the Parties of the methods for satisfying the mission 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.
- B. As relates to any initial or subsequent alteration or outfitting or the decommissioning of the SSSTF Offsite, regardless of whether such work is performed or paid for by either of the Parties or otherwise, the FBI shall have no obligation to repair or restore any part of the CITY's space (including the SSSTF Offsite and appurtenant areas), including upon any termination or cancellation or expiration of this MOU. The FBI may, at its discretion and from time-to-time, throughout the term of this MOU, either by itself or its contractors or through the U.S. General Services Administration, install all items and services, including and not limited to: furniture, security systems, locks and alarms, communications and/or computer equipment and networks, and other items and services within the SSSTF Offsite and appurtenant areas as the FBI deems necessary to support the mission described herein.
- C. FBI may, at its discretion and from time-to-time, throughout the term of this MOU and for a reasonable period of time thereafter, remove any and all FBI-provided property from the SSSTF Offsite and appurtenant areas, including, but not limited to: furniture, security systems, locks and alarms, communications and/or computer equipment and networks.

- D. FBI will have access to the SSSTF Offsite twenty-four hours a day, seven days a week in order to address any emergencies related to the SSSTF Offsite. FBI will have the right to control access to the SSSTF Offsite.

X. DURATION AND MODIFICATION OF THE MOU

- A. The term of this MOU shall be for the duration of the operation of the SSSTF Offsite, but may be terminated at any time upon the written mutual consent of the Parties.
- B. Each Party retains the right to terminate this MOU by giving the other Party at least 30 days written notice of its intent to terminate.
- C. This MOU shall only be modified with the written mutual consent of authorized representatives of both Parties.

XI. LEGAL EFFECT AND SEVERABILITY

- A. 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 either Party, or against either Party or their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.
- B. Nothing in this MOU is intended to conflict with current laws or individual regulations which govern the Parties. If a provision of this MOU is inconsistent with such authority, then that provision shall be invalid. The illegality or invalidity of any provision of this MOU shall not impair, affect or invalidate the other provisions of this MOU.
- C. This MOU represents the complete and exclusive agreement between the Parties with respect to all matters set forth in this MOU. This MOU supersedes all written and oral proposals and other communications between the Parties.
- D. This MOU is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this MOU only by mutual consultation. The Parties will not refer any such dispute to any local, state, federal court, or to any other person or entity. In the event a dispute cannot be resolved between the Parties, the sole remedy will be cancellation of this MOU.
- E. This MOU consists of 11 Sections on 4 pages.

FEDERAL BUREAU OF INVESTIGATION

By: Tom F. Osborne
 Tom F. Osborne
 Acting Special Agent in Charge
 Federal Bureau of Investigation
 Sacramento Division

6-8-17
 Date

CITY OF STOCKTON, CALIFORNIA POLICE DEPARTMENT

By: Kurt O. Wilson
 Kurt O. Wilson
 City Manager
 City of Stockton

6-21-17
 Date

By: Eric Jones
 Eric Jones
 Chief of Police
 Stockton Police Department

6-15-17
 Date

Approved as to Form and Content:

By: Susana Alcala Wood
 Susana Alcala Wood
 Assistant City Attorney

6/20/17
 Date

ATTEST:

for **BONNIE L. PAIGE**
CLERK OF THE CITY OF STOCKTON

By: Carol Smith

