

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE
UNITED STATES DEPARTMENT OF JUSTICE
AS REPRESENTED BY THE
FEDERAL BUREAU OF INVESTIGATION (FBI)
AND THE
UNITED STATES DEPARTMENT OF DEFENSE
AS REPRESENTED BY THE
UNITED STATES SOUTHERN COMMAND (USSOUTHCOM)

This Memorandum of Agreement (MOA) establishes an arrangement between the U.S. Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and the U.S. Department of Defense (DOD), United States Southern Command (USSOUTHCOM) hereinafter the "Parties".

1. BACKGROUND: USSOUTHCOM is one of nine unified Combatant Commands (COCOMs) in DOD. USSOUTHCOM is responsible for providing contingency planning, pertaining to operations and security cooperation for Central America, South America and the Caribbean. Additionally, USSOUTHCOM oversees the force protection of United States military resources in these regions and is also responsible for ensuring the United States' ability to contribute to the defense of the Panama Canal.

As part of the regional strategy, as set forth in the Theater Campaign Plan, USSOUTHCOM conducts a synchronized, comprehensive and continuous support campaign to defeat transnational criminal networks, disrupting their illicit trafficking and creating an environment inhospitable to these networks in the Latin America and the Caribbean. Furthermore, USSOUTHCOM strives to reduce transnational organized crime from a national security threat to a manageable public safety problem within its area of responsibility.

In 2008, the Secretary of Defense authorized the reorganization of USSOUTHCOM to become a more interagency-oriented organization. The FBI, specifically, has been identified as an essential element in the overall synchronization, coordination and integration of interagency partners within USSOUTHCOM's Area of Responsibility (AOR).

The FBI and USSOUTHCOM share a common interest in sharing intelligence and leveraging the operational capabilities and authorities of each agency to satisfy their mission requirements. In the case of the FBI, the mission is to meet the ten priorities as identified by the

FBI Director. In the case of USSOUTHCOM, the mission is to satisfy the priorities set forth in the Theater Campaign Plan.

The FBI personnel assigned to USSOUTHCOM will provide FBI specialized expertise, technical knowledge and experience, and provide information sharing links, as deemed appropriate, to make essential contributions toward the accomplishment of USSOUTHCOM's Theater Campaign Plan and the Countering Transnational Organized Crime (C-TOC) mission.

2.. **AUTHORITIES:**

- A. (U) 28 U.S.C. § 530C(a)(2), Judicial and Judiciary Procedure.
- B. (U) FBI HRD Detailee and IC Joint Duty Program PG 0526PG, July 2012
- C. (U) FBI MOU and Non-Contractual Agreements PG 0273PG, April 2010
- D. (U) FBI Reintegration of FBI Employees after a Detailee Assignment 0296N, Nov 2010
- E. (U) 31 U.S.C. § 1535
- F. (U) Department of Defense Instruction (DODI) 4000.19

3. **PURPOSE:** The purpose of this MOA is to set forth the terms and conditions under which DOJ/FBI will assign four personnel to USSOUTHCOM Headquarters, Doral, Florida: (1) one FBI International Operations Division Supervisory Special Agent (SSA), referred to as the "FBI Special Advisor" to the USSOUTHCOM Commander. The FBI Special Advisor will also serve as the "FBI Agency Representative" over all FBI personnel assigned to USSOUTHCOM; (2) one FBI International Operations Division Intelligence Analyst (IOD IA). The FBI Special Advisor and IOD IA will support the parties' common mission area throughout Central and South America and the Caribbean.); (3) one FBI Criminal Investigative Division (CID) SSA; and (4) one FBI CID IA. The CID SSA and IA will support the Parties' common mission areas to combat transnational gangs in the United States and Central America, and focus on improving coordination and joint actions between the Parties to enable the successful implementation of the Countering Transnational Organized Crime (C-TOC) mission.

As agreed to by the Parties, the FBI Special Advisor, the FBI IOD IA and the FBI CID IA will be assigned to USSOUTHCOM on a reimbursable detail. The CID SSA will be assigned to USSOUTHCOM on a non-reimbursable detail.

4. **RESPONSIBILITIES OF THE PARTIES:**

A. The FBI will assign the following personnel to USSOUTHCOM as follows:

- 1. One FBI International Operations Division (IOD) Supervisory Special Agent (SSA) meeting the following criteria:
 - a. Employee's Name: Upon execution of this MOA, the FBI will select a SSA from IOD to fill this position. USSOUTHCOM will be provided with the selected

individual's name and clearances prior to the FBI IOD SSA's reporting date to USSOUTHCOM.

- b. Title: The FBI IOD SSA will serve as the "FBI Special Advisor" to USSOUTHCOM.
 - c. Grade/Step: The FBI Special Advisor will be a FBI supervisory employee.
 - d. Start Date: The FBI Special Advisor will commence his/her assignment with USSOUTHCOM upon the execution of this agreement and a mutually agreed upon start date.
 - e. Length of Assignment: The FBI Special Advisor will be assigned to USSOUTHCOM for a period not to exceed 30 months with the option for an extension, as mutually agreed upon by the Parties. Upon written mutual agreement of both parties, the FBI Special Advisor's assignment may be extended for a period not to exceed 12 months. The assignment may be extended only once.
2. One FBI International Operations Division (IOD) Intelligence Analyst (IA) meeting the following criteria:
- a. Employee's Name: Upon execution of this MOA, the FBI will select an IA from IOD to fill this position. USSOUTHCOM will be provided with the selected individual's name and clearances prior to the FBI IOD IA's reporting date to USSOUTHCOM.
 - b. Grade/Step: The FBI IOD IA will be a GS-12, GS-13 or GS-14 level FBI employee.
 - c. Start Date: The FBI IOD IA will commence his/her assignment with USSOUTHCOM upon the execution of this agreement and a mutually agreed upon start date. If the appointment of the FBI IOD IA is deemed necessary prior to the approvals and execution of this MOA, the FBI and USSOUTHCOM will agree to the assignment in writing. Once the MOA is properly executed by both Parties, the terms of this MOA will replace any other written document.
 - d. Length of Assignment: The FBI IOD IA will be assigned to USSOUTHCOM for a period not to exceed 30 months with the option for an extension, as mutually agreed upon by the FBI and USSOUTHCOM. Upon written mutual agreement of both parties, the FBI IOD IA's assignment may be extended for a period not to exceed 12 months. The assignment may be extended only once.
3. One FBI Criminal Investigative Division (CID) SSA meeting the following criteria:
- a. Employee's Name: Upon execution of this MOA, the FBI will select a SSA from CID. USSOUTHCOM will be provided with the selected individual's name and

clearances prior to the FBI CID SSA's reporting date to USSOUTHCOM.

- b. Grade/Step: The FBI CID SSA will be a GS-14 level FBI supervisory employee.
 - c. Start Date: The FBI CID SSA will commence his/her assignment with USSOUTHCOM upon the execution of this agreement and a mutually agreed upon start date. If the appointment of the FBI CID SSA is deemed necessary prior to the approvals and execution of this MOA, the FBI and USSOUTHCOM will agree to the assignment in writing. Once the MOA is properly executed by both Parties, the terms of this MOA will replace any other written document.
 - d. Length of Detail: The FBI CID SSA will be assigned to USSOUTHCOM for a period not to exceed 30 months with the option for an extension, as mutually agreed upon by the Parties. Upon written mutual agreement of both parties, the FBI CID SSA's assignment may be extended for a period not to exceed 12 months. The assignment may be extended only once.
4. One FBI Criminal Investigative Division (CID) Intelligence Analyst (IA) meeting the following criteria:
- a. Employee's Name: Upon execution of this MOA, the FBI will select an IA from CID. USSOUTHCOM will be provided with the selected individual's name and clearances prior to the FBI CID IA's reporting date to USSOUTHCOM.
 - b. Grade/Step: The FBI CID IA will be a GS-12, GS-13 or GS-14 level FBI employee.
 - c. Start Date: The FBI CID IA will commence his/her assignment with USSOUTHCOM upon the execution of this agreement and a mutually agreed upon start date. If the appointment of the FBI CID IA is deemed necessary prior to the approvals and execution of this MOA, the FBI and USSOUTHCOM will agree to the assignment in writing. Once the MOA is properly executed by both Parties, the terms of this MOA will replace any other written document.
 - d. Length of Assignment: The FBI CID IA will be assigned to USSOUTHCOM for a period not to exceed 30 months with the option for an extension, as mutually agreed upon by the FBI and USSOUTHCOM. Upon written mutual agreement of both parties, the FBI CID IA's assignment may be extended for a period not to exceed 12 months. The assignment may be extended only once.

B. Duties and Responsibilities of the FBI Special Advisor:

1. The FBI Special Advisor shall be responsible for all duties and responsibilities, as they apply to USSOUTHCOM, as set forth in the signed December 24, 2003 Memorandum for the Executive Secretary for the Federal Bureau of Investigation (Counter-Terrorism) ("Marriott Memorandum") between FBI CTD and the Office of

the Secretary of Defense. The Marriott Memorandum is hereby incorporated into this MOA as Annex A.

2. The FBI Special Advisor shall serve as the FBI Agency Representative and overall lead for FBI matters and personnel assigned to USSOUTHCOM.
3. The FBI Special Advisor shall address all administrative matters relating to the FBI's role and presence at USSOUTHCOM.

C. Duties and Responsibilities of the FBI IOD/CID IAs:

1. The FBI IOD/CID IAs shall attend conferences, meetings, and planning sessions as requested by USSOUTHCOM and deemed appropriate and necessary by FBI CID SSA and FBI Special Advisor.
2. The FBI IOD/CID IA shall advise USSOUTHCOM on intelligence aspects of terrorist organizations, gang and counter-transnational organized crime (C-TOC) related issues with international impact within USSOUTHCOM's AOR.
3. The FBI IOD/CID IA shall advise and assist USSOUTHCOM with queries and requests for information concerning terrorist organizations/transnational threats, namely transnational gangs in the Central American region of USSOUTHCOM's AOR.
4. The FBI IOD/CID IA shall establish and maintain working contacts with other intelligence agencies as appropriate.
5. The FBI IOD/CID IA shall provide USSOUTHCOM with awareness of and expertise regarding gang and C-TOC related intelligence programs with major geographical scope or worldwide implications, integrating strategic plans of major intelligence disciplines, such as Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Imagery Intelligence (IMINT), or Measurements and Signature Intelligence (MASINT).
6. The FBI IOD/CID IA shall initiate projects, collection requests and requirements for information pertaining to terrorist organizations, gangs and C-TOC related matters affecting USSOUTHCOM's AOR.
7. The FBI IOD/CID IA shall provide advice and assistance to promote intelligence-gathering operations in response to foreign crises and other emergencies pertaining to terrorist organizations, gangs and C-TOC related matters affecting USSOUTHCOM's AOR.
8. The FBI IOD IA shall work with the FBI Special Advisor to meet all the duties and responsibilities as set forth in the Marriott Memorandum, hereby incorporated into Annex A of this MOA.

D. Duties and Responsibilities of the FBI CID SSA:

1. The FBI CID SSA shall advise USSOUTHCOM on issues related to gangs and transnational organized crime (C-TOC) with impact within USSOUTHCOM's AOR.
2. The FBI CID SSA shall initiate projects, conduct research, and respond to information requirements regarding operations within USSOUTHCOM AOR pertaining to gangs and C-TOC matters.
3. The FBI CID SSA shall provide advice and assistance regarding operations in response to crises and other contingencies in the USSOUTHCOM AOR pertaining to gangs and C-TOC matters.
4. As deemed appropriate and necessary by FBI CID SSA and FBI Special Advisor, the FBI CID SSA shall review and evaluate USG bilateral and multilateral international relationships, plans, programs and proposals against USSOUTHCOM's requirements and capabilities as they relate to gangs and C-TOC laws and regulations.
5. The FBI CID SSA shall assist USSOUTHCOM's partnership-building efforts with the FBI and other agencies as appropriate.

E. Other FBI Roles and Responsibilities:

1. General:

- a. Recruitment and selection of the FBI Special Advisor/IOD SSA, FBI IOD IA, FBI CID SSA and FBI CID IA (collectively the "FBI Personnel") shall be the responsibility of the FBI. The individuals selected by the FBI for assignment to USSOUTHCOM will be required to have current TOP SECRET/SCI clearances.
- b. The FBI Special Advisor/IOD SSA will be responsible for briefing all FBI personnel selected for these positions regarding the contents of this MOA and any other applicable information, including all safety, security and force protection guidelines set forth by USSOUTHCOM.
- c. The FBI shall document the detail and maintain/update as necessary all applicable FBI official personnel records.
- d. During the duration of the assignment of the FBI personnel, the FBI shall notify the USSOUTHCOM and employee of events impacting the employee, including but not limited to, mobilization, change of administrative point of contact, general schedule or general schedule equivalent position grade changes, or reorganization.

2. Performance Appraisals of FBI Personnel:

- a. FBI Personnel at USSOUTHCOM will have appointed FBI Headquarters raters or reviewers for the purpose of completing the employee's annual FBI performance appraisal. USSOUTHCOM supervisors will provide any appropriate input and information concerning the FBI employees' performance if requested.

3. Bonuses/Awards, Promotion and Time and Attendance:

The FBI shall:

- a. Maintain FBI employee payroll and benefits.
- b. If non-reimbursable, ensure prompt payment/credit for additional compensatory work beyond the employee's standard 40 hour work week and where the employee's gaining element supervisor has certified that the additional work hours were mission critical.
- c. Fund bonuses/awards given in recognition of employee contributions to the employing element and discuss these with the gaining element supervisor.
- d. Retain responsibility for permanent promotion, within-grade increases or other permanent performance-based pay adjustments.
- e. If reimbursable, bill USSOUTHCOM for applicable salary and reimbursable benefits of the employee, and receive payment as appropriate.
- f. Process and retain employee time and attendance in accordance with the employing element's practices and procedures.
- g. Process in a timely manner bonuses/awards funded and given to the employee by USSOUTHCOM.

4. Security and Medical:

The FBI shall:

- a. Transmit security clearance(s), and medical clearance(s), and/or or medical certification(s) as required by USSOUTHCOM.
- b. Provide other security support in accordance with USSOUTHCOM requirements and practices.
- c. Hold the employee's clearance on behalf of the gaining element

5. Temporary Duty and Travel for FBI Personnel:

The FBI shall:

- a. Fund employee temporary duty (TDY) that is in support of necessary FBI administrative requirements, such as training, using FBI forms, timelines, policies and procedures.
- b. Fund local and non-local travel, using FBI policies and procedures, in support of FBI and any outside those duties set forth in this MOA.

6. Training:

The FBI shall:

- a. Fund FBI personnel temporary duty (TDY) assignments in support of necessary FBI administrative requirements, such as training, using FBI forms, timelines, policies and procedures.
- b. Fund any FBI personnel training that is in support of USSOUTHCOM and deemed essential to the mission, unless otherwise agreed to by USSOUTHCOM.
- c. Retain responsibility for FBI personnel's career development.

F. USSOUTHCOM Roles and Responsibilities :

1. General:

USSOUTHCOM shall:

- a. Provide appropriate resources for FBI personnel, including office and desk space, communications and computer support (e.g. JWICS, SIPR, NIPR), telephones (classified and unclassified), copier, and any similar support provided to USSOUTHCOM's own employees of similar grade.
- b. Notify the FBI in a timely manner of significant developments regarding FBI personnel assigned to USSOUTHCOM, including, but not limited to, an award or recognition, hospitalization, a security violation, an arrest, mobilization, change of supervisor, senior officer tier level changes, general schedule or general schedule equivalent position grade changes, reorganization, or performance issues.

2. Reimbursement of FBI Personnel:

- a. In consideration for the assignment of the FBI Special Advisor/IOD SSA to USSOUTHCOM, USSOUTHCOM will reimburse the FBI for the FBI Special Advisor's salary or the salary amount of a GS-15 employee, whichever is less. FBI shall provide documentation to USSOUTHCOM J9 outlining details of the salary reimbursements.

- b. In consideration for the assignment of the FBI IOD IA to USSOUTHCOM, USSOUTHCOM will reimburse the FBI for the FBI IOD IA's salary or the salary amount of a GS-14 employee, whichever is less. FBI shall provide documentation to USSOUTHCOM J9 outlining details of the salary reimbursements.
- c. In consideration for the assignment of the FBI CID IA to USSOUTHCOM, USSOUTHCOM will reimburse the FBI for the FBI CID IA's salary or the salary amount of a GS-14 employee, whichever is less. FBI shall provide documentation to USSOUTHCOM J9 outlining details of the salary reimbursements.

3. Bonuses/Awards, Promotion and Time and Attendance:

USSOUTHCOM shall:

- a. Discuss and coordinate with the FBI any bonuses/awards for FBI personnel in recognition of their contributions to USSOUTHCOM during the assignment period.
- b. Recommend to the FBI, as appropriate, any performance based pay adjustments for FBI personnel in recognition of their contributions to USSOUTHCOM.

4. Security and Medical:

USSOUTHCOM shall:

- a. Request the FBI transmit security, medical clearance(s), and/or medical certifications as required for FBI personnel assigned to USSOUTHCOM.
- b. Provide security support in accordance with USSOUTHCOM's standard policies, procedures, and regulations.
- c. As required, provide support to maintain FBI coordinated cover of covert employees in accordance with applicable FBI guidelines and prior coordination with USSOUTHCOM.

5. Temporary Duty, Travel, Permanent/Temporary Change of Station and Training:

USSOUTHCOM shall:

- a. Fund FBI personnel TDY in support of USSOUTHCOM tasking using USSOUTHCOM forms, timelines, policies and procedures.
- b. Fund local and non-local travel of FBI personnel in support of USSOUTHCOM

tasking using USSOUTHCOM's policies and procedures.

6. Performance Expectations and Evaluations:

USSOUTHCOM shall:

- a. Complete performance expectations and input to evaluations as requested by and in consultation with the FBI Personnel's designated FBI rate/reviewer and in accordance with the FBI's requirements, forms and timelines.
- b. Upon request from the FBI, provide feedback to the FBI and FBI Personnel regarding the employee's performance during their assignment at USSOUTHCOM.

G. Joint Roles and Responsibilities:

1. The Parties acknowledge information involved in this MOA may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.
2. The Parties agree to review and make appropriate changes, if any, to their privacy compliance documents, including applicable Privacy Act system of records notices and notices required by the Privacy Act (5 U.S.C. § 552a(e)(3)), in advance of the implementation of this MOA to ensure the scope and routine uses of such notices permit the collection, maintenance, and sharing of personal information as set forth in this MOA. Each Party will be responsible for conducting any Privacy Impact Assessment(s) which implementation of this MOA may trigger under laws, regulations, or policies applicable to the respective Party.
3. Each Party who discloses Personal Identifying Information (PII) is responsible for making reasonable efforts to ensure the information disclosed is accurate, complete, timely, and relevant.
4. 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).

5. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

A. For the FBI:

[REDACTED]
HRD – Law Enforcement & Intelligence Community Liaison Office (LEICLO)
Detailee Program
[REDACTED]

AND

[REDACTED]
Staffing and Administrative Unit
International Operations Division
[REDACTED]
[REDACTED]

B. For USSOUTHCOM:

[REDACTED]
INTERAGENCY INTEGRATION DIVISION
[REDACTED]
[REDACTED]

6. REVIEW/MODIFICATION/TERMINATION OF AGREEMENT

This MOA may reviewed annually, and may only be modified or terminated by written agreement signed by authorized representatives of both Parties. In addition, the DOD and the FBI are in the process of implementing an “all-inclusive MOA” that will set forth the terms and conditions under which DOJ/FBI personnel will be assigned to all the Combatant Commands. This MOA will be subject to any such future agreement.

7. IMPLEMENTATION, TERMINATION, AND REASSIGNMENT:

This MOA is effective upon final signature of all Parties to the MOA and remains in effect until the end date of the last personnel assignment, or until this MOA is jointly terminated or modified in writing with 180 days notice. The assignments may be terminated prior to the completion of the specified tour length if the Parties mutually agree termination is in their best interests. USSOUTHCOM will not reassign any FBI Personnel to any other position or agency without the prior written consent of the FBI. This agreement is not transferable except with the written consent of the Parties. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA’s subject matter. Any disputes relating to this MOA will be resolved through coordination by the designated POCs in Article 5 above, in accordance with the authorities in Article 2 above, the subject to any applicable law, Executive Order, or regulations.

8. FINANCIAL DETAILS:

- A. Availability of Funds: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using requisite fiscal transfer process between the Parties. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to each Parties applicable financial management regulations.
- B. Billing: The FBI will bill USSOUTHCOM on a monthly basis in accordance with the procedures of the FBI. A record of transaction will be sent to USSOUTHCOM within 30 days after the month in which the transaction occurred.
- C. Payment of Bills: USSOUTHCOM paying office will forward payments, along with a copy of billed invoices to the FBI within 30 days of the date of the invoice. Bills rendered will not be subject to audit in advance of payment.
- D. Economy Act Determination and Findings: Both parties agree that the requirements listed in paragraph (a) of the Economy Act (31 U.S.C. 1535) have been met.

9. LEGAL EFFECT AND SEVERABILITY:

This MOA is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the Parties, their parent agencies, the United States or the officers, employees, agents or other associated personnel thereof.

Nothing in this MOA is intended to conflict with current laws or regulations of the participating agencies. If a provision of this MOA is inconsistent with such authority, then that provision shall be invalid. The illegality or invalidity of any provision of this MOA shall not impair, affect, or invalidate the other provisions of this MOA.

Agreed:

**Joseph Campbell, FBI
Assistant Director,
Criminal Investigative Division**

Date



08-21-2014

**John Boles, FBI
Assistant Director,
International Operations Division**

Date



9/2/14

Mark Nowland
Major General, USAF
Chief of Staff
U.S. Southern Command

Mark C Nowland

Date