



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

October 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**MEMORANDUM OF AGREEMENT FOR PARTICIPATION IN
ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Memorandum of Agreement (Agreement) for participation in the Alcohol, Tobacco, Firearms, and Explosives Task Force (ATF Task Force) program funded by the United States Department of Justice, Alcohol, Tobacco, Firearms, and Explosives Agency (ATF).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached Agreement with ATF, commencing upon execution by both parties and terminating on September 30, 2018, for participation in the ATF Task Force. Certain Department costs associated with the ATF Task Force shall be reimbursed by ATF.
2. Delegate authority to the Sheriff to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in the ATF Task Force program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Outlaw motorcycle gangs are heavily involved in the production, transportation and sale of methamphetamine, theft of vehicles and operating "chop shops," money laundering conspiracies involving motorcycle shops, tattoo parlors, bars, etc., and weapons trafficking. They are a criminal enterprise whose other activities range from prostitution and extortion to assault and murder. Their connections extend across the world with groups like the Hells Angels who have chapters in 21

different countries. The Department seeks to enter into the attached Agreement for participation on an ATF supervised, multi-jurisdictional and multi-agency task force that investigates, arrests, and prosecutes members of outlaw motorcycle gangs. Task force members work full-time on national complex investigations with local Los Angeles County (County) ties.

The Department will provide two full-time detectives for participation on this task force. While the County pays the regular salary and benefits of the detectives assigned to the task force, ATF reimburses the County for any overtime incurred by the detectives while involved in a task force investigation. Task force membership exposes the task force members to a network of contacts of international proportions enabling the coordination of operations nationally and internationally with other Federal, state, and local law enforcement agencies. Task force members have the ability to utilize the resources of ATF, such as additional manpower in the United States, high tech surveillance equipment, funding for travel, and sophisticated wiretap investigations, which on their own may be very costly.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 3, Integrated Service Delivery. This Agreement leverages resources from the Department and ATF to enhance public safety service. This Agreement will provide revenue reimbursement to the Department for overtime costs incurred as members of the ATF Task Force.

FISCAL IMPACT/FINANCING

As required by the Agreement, the Department will recover any overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment directly related to work performed for the purpose of conducting an official investigation as part of the ATF Task Force. ATF will pay Federal funds up to \$110,000 annually to defray the Department's costs associated with the ATF Task Force program. Reimbursement claims for expenses will be submitted monthly.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement commences upon execution by both parties and terminates on September 30, 2018. Either party may terminate the Agreement by giving not less than 60 calendar days advance written notice to the other party.

Personnel assigned by the Department to the task force will assist in ATF Task Force investigations, strategic initiatives, and prosecutions.

Board approval is required for this Agreement as the amount of the Agreement exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Sheriff will provide the personnel and resources required for participation in the ATF Task Force program.

The Honorable Board of Supervisors

10/8/2013

Page 3

CONCLUSION

Upon Board approval, please return one adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in blue ink that reads "Leroy D. Baca". The signature is written in a cursive style with a large initial "L".

LEROY D. BACA

Sheriff

LDB:RTM:GNC:gn

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Enclosures



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226

www.atf.gov

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Los Angeles County Sheriff's Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Los Angeles County Sheriff's Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Los Angeles County Sheriff's Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2018, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2014, 2015, 2016, 2017 and 2018 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Los Angeles County Sheriff's Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The Los Angeles County Sheriff's Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Los Angeles County Sheriff's Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Los Angeles County Sheriff's Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Los Angeles County Sheriff's Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The Los Angeles County Sheriff's Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:
ATF, ATTN: Michael Hoffman, 550 N. Brand Blvd, Suite 800, Glendale, CA 91203.
- D. The Los Angeles County Sheriff's Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Los Angeles County Sheriff's Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Los Angeles County Sheriff's Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2) No waivers or extensions will be granted or honored. The Los Angeles County Sheriff's Department will submit the request for reimbursement via fax, email or mail to the following address:
ATF, ATTN: Michael Hoffman, 550 N. Brand Blvd, Suite 800, Glendale, CA 91203.
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Los Angeles County Sheriff's Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Los Angeles County Sheriff's Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- K. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Los Angeles County Sheriff's Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

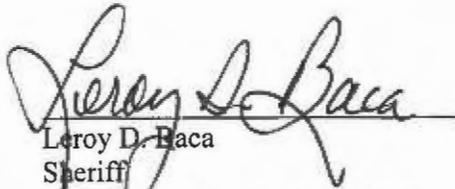
These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Los Angeles County Sheriff's Department and is not intended to confer any right or benefit to any private person or party.

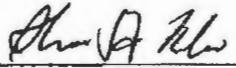


Leroy D. Baca
Sheriff
Los Angeles County Sheriff's Department

Date: 9/12/13

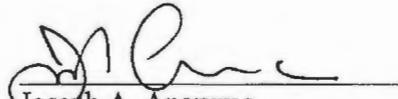
Steven Bogdalek
Special Agent in Charge
Los Angeles Field Division
ATF

Date: _____

for  _____

David C. Horn
Deputy Chief Financial Officer
Office of Management
ATF

Date: 7/5/13

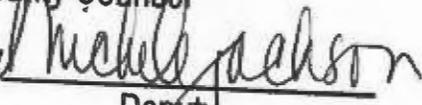


Joseph A. Anarumo
(Acting) Deputy Assistant Director
Field Operations
ATF

Date: 7.8.13

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy