OFFICE OF THE SHERIFF
COUNTY OF LOS ANGELES
HALL OF JUSTICE
JIM MCDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 August 16, 2016

LORI GLASGOW
EXECUTIVE OFFICER

August 16, 2016

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

Dear Supervisors:

AGREEMENT FOR PARTICIPATION IN ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES PROGRAM (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of an Agreement (Agreement) for participation in the Organized Crime Drug Enforcement Task Forces (OCDETF) Southwest Land Transportation Initiative Program funded by the United States Department of Justice, Federal Bureau of Investigation (FBI).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached Agreement with the FBI, effective upon execution by both parties and terminating on September 30, 2016, for participation in the OCDETF Southwest Land Transportation Initiative Program. Equipment costs purchased by the Department for the Domestic Highway Enforcement (DHE) Team in association with the OCDETF Southwest Land Transportation Initiative Program shall be reimbursed by the FBI in an amount not to exceed $110,209.76.

2. Delegate authority to the Sheriff to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in the OCDETF Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There are many different types of narcotics which are being smuggled into and throughout the United States, specifically into California and up to the northern and eastern states. These narcotics include heroin, marijuana, cocaine, and methamphetamine. Mexican cartels use many different modes of

transportation to get their product into and throughout the United States. Some of these forms of transportation include small aircraft, trains, boats, submarines, buses, semi tractor-trailers, couriers on foot, tunnels, vehicles (cars/trucks), and shippers (United States Postal Service, United Parcel Service, Federal Express).

The narcotics are smuggled out of Mexico and the currency is smuggled in. Smugglers are experts in the field of disguising vehicles loaded with narcotics. Many vehicles have built-in compartments (traps) that are electronically activated allowing their product to be hidden and unnoticed when encountered by non-trained officers.

The ultimate goal of the interdiction team is to interrupt and disrupt the flow of narcotics coming into and/or leaving the area, as well as any loads traveling through the Santa Clarita Valley area. It is also the goal of the team to conduct complete and thorough investigations, leading to successful prosecutions and sentences for these prolific criminals.

The Department seeks to enter into the attached Agreement for participation on an FBI supervised multi-jurisdictional and multi-agency task force that investigates, arrests, and prosecutes drug and human smugglers.

The Department will provide one sergeant, one detective, and four full-time deputy sheriff generalists, from the Department's DHE Team for participation in this task force. While the County pays the regular salary and benefits of Department personnel assigned to the task force, the FBI will reimburse the County for any equipment costs incurred for use in task force investigations, not to exceed $110,209.76. 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 the FBI, such as additional man power in the United States and high tech surveillance equipment.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. This Agreement will ensure the DHE Team has the proper equipment to conduct highway enforcement to enhance public safety. This Agreement will provide revenue reimbursement to the Department for equipment costs associated with the OCDETF Southwest Land Transportation Initiative Program.

FISCAL IMPACT/FINANCING

The FBI shall pay the Department for the cost of equipment to be purchased for use by the deputies assigned to the DHE Team. The amount to be received shall not exceed $110,209.76 which will offset the cost of purchasing the equipment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is not to exceed $110,209.76 and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification of the funding amount or type of equipment must be justified in writing, and approved prior to expenditure of funds.

The term of the Agreement commences upon execution by both parties and terminates on September 30, 2016. Either party may terminate the Agreement by giving not less than ten business days advanced written notice to the other party.

Personnel assigned to the DHE Team will assist in OCDETF 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 Department will provide the personnel and resources required for participation in the OCDETF Program.

CONCLUSION

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

Sincerely,

JIM McDONNELL
Sheriff

JM:RTM:RZ:rz

Enclosures

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2016 Agreement

FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: _____ DC #: R-32-

Amount Requested

$ 110,209.76

OCDETF Investigation/Strategic Initiative #:

SI-SW-007-15

Federal Agency Investigation #:

281C-LA-4464070

From: June 1, 2016
Beginning Date of Agreement

To: September 30, 2016
Ending Date of Agreement

State or Local Agency Name and Address:

Los Angeles County Sheriff's Dept.
23740 Magic Mountain Pkwy.
Valencia, CA 91350
Domestic Highway Enforcement Team

Strike Force/Strategic Initiative Name and Address:

Southwest Land Transportation Initiative

Sponsoring Federal Agency (SF only): _____

Lead Investigator: SA Michael Rousseve

Telephone Number: (213) 989-6552

Email Address: michael.rousseve@ic.fbi.gov

State or Local Agency
Narcotics Supervisor: Sgt. Steve Casaus

Telephone Number: (213) 373-0282

E-mail Address: SJCasaus@lasd.org

Fax Number: _____

Brief explanation of services/goods provided and basis for determining costs:

This equipment will be purchased by the LASD and issued to the LASD Deputies assigned full time the LASD DHE team for use during their regular duties conducting highway enforcement. Multiple sets of the below items are requested to equip each DHE patrol deputy's vehicle to allow each deputy to conduct highway enforcement patrols independently in a large geographical area.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Bonnie Chow
Telephone Number: (213) 229-3217
E-mail Address: bchow@lasd.org
Fax Number: _____

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, FY 2016.

3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.

8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.

9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.

12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.

15. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

17. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement.

18. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: _____

Authorized State or Local Official *Title* *Date*

Approved By: _____

Strike Force Leader (SF) /Regional Director (SI) *Date*

Funds are encumbered for the costs specified above, **subject to the availability of funds**.

Funds Certified: _____

OCDETF Executive Office *Date*

Approving Official: _____

OCDETF Executive Office *Date*

APPROVED AS TO FORM:

County Counsel

By _____

Deputy

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE

Name of Strike Force/Strategic Initiative: SW Land Transportation SI

OCDETF Investigation/Strategic Initiative Number: SI-SW-007-15

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	3- CESCO CT-40 Contraband Detection Kits	$ 59,997.00
2.	1- AS&E Mini-Z Handheld X-Ray	$ 49,065.00
3.	4- Sony ECM-AW4 Wireless Microphone	$ 639.96
4.	4- Flashlight Nextorch XM-L	$ 507.80
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

Exception to EFT Policy Justification:

Other Exceptions or Justifications:

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION **(State & Local Agency name and address must match Agreement cover sheet)**

Name:	
Address:	
Taxpayer ID Number:	
Contact Person Name:	Telephone Number:

FINANCIAL INSTITUTION INFORMATION

Bank Name:
Nine-Digit ABA Routing Transit Number:
Depositor Account Number:
Type of Account: (checking/savings)

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/