



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



July 15, 2025

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

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU
OF INVESTIGATION FOR PARTICIPATION IN THE LOS ANGELES/ORANGE
COUNTY FINANCIAL CRIMES TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Memorandum of Understanding (MOU) for reimbursement of overtime salary costs for participation in the Southern California Financial Crimes Task Force (SoCal FCTF), funded by the Federal Bureau of Investigation (FBI).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU and Cost Reimbursement Agreement (CRA) with the FBI for the duration of the SoCal FCTF's operations.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute any and all amendments to the MOU and CRA that are necessary for the effective participation in the SoCal FCTF.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required contract documents with the FBI, including, but not limited to, MOUs, agreements, assurances and certifications, amendments, modifications,

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extensions, and payment requests, in future fiscal years (FYs) as necessary for the continued participation in the SoCal FCTF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The mission of the SoCal FCTF is to identify and target for prosecution all manners of individuals involved in the proliferation of financial crimes throughout Southern California, and beyond. This mission includes addressing all financial crime threats targeting the Southern California population. 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.

The goal of the SoCal FCTF is to enhance safety and economic stability through interagency cooperation between federal, state, and local agencies to address money laundering and financial crimes. Efforts include, but are not limited to:

- Investigate financial crimes involving sophisticated criminal syndicates;
- Investigate crimes where cryptocurrency is a modus of the crime;
- Arrest and prosecution of domestic and transnational financial crime suspects affecting the County area community and economy;
- Leverage the collective strength of participating agencies to disrupt and dismantle financial cybercrime networks to prevent funding of terrorism, human trafficking, drug trafficking, and other illicit activities;
- Share and expand expertise, resources, and knowledge in financial crime tactics, techniques, procedures, and countermeasures.

Financial crime actors activity transcend beyond traditional jurisdictional boundaries. Participation in the SoCal FCTF enhances the Department's ability to identify, arrest, seize illicit funds, and prosecute financial crimes actors affecting the County population and economy.

The Department will provide three full-time task force officers (TFOs) for participation in the SoCAL FCTF. Subject to the availability of funding and legislative authorization, the FBI will reimburse the Department the cost of overtime worked by non-federal SoCAL FCTF personnel assigned to the SoCAL FCTF, provided overtime expenses were incurred as a result of SoCAL FCTF related duties, and subject to the provision and imitations set forth in a separate CRA to be executed in conjunction with this MOU. The total overtime reimbursed is not to exceed \$21,740.50 per TFO for Federal FY 2025.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster vibrant and resilient communities; Focus Area C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

This is a zero net County cost, revenue-offset agreement. The Department will recover any overtime salary costs directly related to work performed in support of the SoCal FCTF. The Department's FY 2025-26 Supplemental Changes request will include the anticipated expenses and offsetting revenue, which are expected to be approximately \$150,000 in FY 2025-26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU is for the duration of the SoCal FCTF's operation, contingent upon approval of necessary funding. Any participating agency may withdraw from the SoCal FCTF at any time by providing written notification to the Supervisory Special Agent with designated oversight for investigative and personnel matters or program manager of the SoCal FCTF at least 30 days prior to withdrawal.

A Board approval is required for this MOU as the amount of the MOU 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 continue to provide the personnel and resources required for participation in the SoCal FCTF.

The Honorable Board of Supervisors
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CONCLUSION

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

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna". The signature is fluid and cursive, with the first letter "R" being large and prominent.

ROBERT G. LUNA
SHERIFF

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**FEDERAL BUREAU OF INVESTIGATION
SOUTHERN CALIFORNIA FINANCIAL CRIMES 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 County of Los Angeles, by and through the Sheriff's Department (Participating Agency). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

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 Southern California Financial Crimes Task Force (SoCal FCTF) 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. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SoCal FCTF is to identify and target for prosecution all manners of individuals involved in the proliferation of financial crimes throughout Southern California, and beyond. This mission includes addressing all financial crime threats targeting the Southern California population. 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.

SUPERVISION AND CONTROL

A. Supervision

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5. Overall management of the SoCal FCTF shall be the responsibility of the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the Los Angeles Division of the FBI and/or his or her designee.
6. The Special Agent in Charge (SAC) of the LA Division shall designate one Supervisory Special Agent (SoCal FCTF Supervisor) to supervise the SoCal FCTF. The SoCal FCTF Supervisor may designate a Special Agent to serve as the Task Force Coordinator (Task Force Coordinator). Either the SoCal FCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SoCal FCTF.
7. Conduct undertaken outside the scope of an individual's SoCal FCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SoCal FCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. All SoCal FCTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG). will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies.
9. All FBI employees will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. SoCal FCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
11. Continued assignment of personnel to the SoCal FCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SoCal FCTF Supervisor will also retain discretion to remove any individual from the SoCal FCTF.
12. In addition to FBI employees, the SoCal FCTF may consist of the following types of individuals: Task Force Officers, Task Force Members, and Task Force Participants. For purposes of this MOU, when referring to these individuals collectively, they will be referred to as "SoCal FCTF personnel." These terms are designed as follows:
 1. Task Force Officer (TFO): The individual is a certified law enforcement officer, authorized to carry a firearm, has been deputized under Title 18 of the U.S.C., been issued Federal law enforcement credentials, is assigned to the supervision of the SoCal FCTF, has an active security clearance recognized by the FBI, and is authorized to have access to FBI facilities.

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2. Task Force Member (TFM): The individual is an employee of a governmental agency, is assigned to the supervision of the SoCal FCTF, has an active security clearance recognized by the FBI, and is authorized to have access to FBI facilities.
3. Task Force Participants (TFPs): The individual participates on the SoCal FCTF and does not otherwise qualify as a TFD or TFM. A TFP is sometimes referred to as a "Task Force Liaison."

B. Case Assignments

13. The FBI SoCal FCTF Supervisor will be responsible for opening, monitoring, directing, and closing SoCal FCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SoCal FCTF Supervisor.
15. For FBI administrative purposes, SoCal FCTF cases will be entered into the relevant FBI computer system.
16. SoCal FCTF personnel will have equal responsibility for each case assigned. SoCal FCTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SoCal FCTF, 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

18. It is agreed that matters designated to be handled by the SoCal FCTF will not knowingly be subject to non-SoCal FCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SoCal FCTF's existence and areas of concern.

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19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SoCal FCTF investigations or areas of concern as described in paragraph 4 . All law enforcement actions will be coordinated and cooperatively carried out.
20. SoCal FCTF investigative leads outside of the geographic areas of responsibility for FBI LA Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SoCal FCTF personnel will be limited to those situations where it is essential to the effective performance of the SoCal FCTF. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SoCal FCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SoCal FCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SoCal FCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of a SoCal FCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SoCal FCTF participating agency. Documentation of state, county, or local CHSs opened and SoCal FCTF operated in furtherance of SoCal FCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SoCal FCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

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27. SoCal FCTF reports prepared in cases assigned to SoCal FCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SoCal FCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative files for SoCal FCTF.
29. SoCal FCTF investigative records maintained at the LA Field Office of the FBI will be available to all SoCal FCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SoCal FCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SoCal FCTF personnel.
31. All SoCal FCTF 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.
32. 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 and only with prior FBI approval.
33. The Parties acknowledge that this MOU may provide SoCal FCTF 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 SoCal FCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

34. Records or reports created or obtained by the SoCal FCTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SoCal FCTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the local law enforcement department receives a request pursuant to the California Public Records Act (Government Code 7920.000 - 7930.215), the civil or criminal discovery process, or other judicial legislative, or administrative process, to disclose SoCal FCTF records, the local law enforcement department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

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35. No information possessed by the FBI, to include information derived from informal communications between SoCal FCTF personnel and FBI employees not assigned to the SoCal FCTF, may be disseminated by SoCal FCTF personnel to non- personnel without the approval of the SoCal FCTF 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, SoCal FCTF 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.
36. Each Party that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. 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.
38. 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.
39. 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).
40. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

41. SoCal FCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SoCal FCTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SoCal FCTF.

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43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SoCal FCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

47. All SoCal FCTF 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

48. The parent agency of each individual assigned to the SoCal FCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task

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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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.

49. The parent agency of each individual assigned to the SoCal FCTF 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

50. SoCal FCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SoCal FCTF, 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 SoCal FCTF or until the termination of the SoCal FCTF, whichever comes first.
52. Deputized SoCal FCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

53. In furtherance of this MOU, employees of the Los Angeles County Sheriff's Department (LASD) may be permitted to drive FBI owned or leased vehicles for official SoCal FCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to LASD SoCal FCTF personnel will require the execution of a separate Vehicle Use Agreement.
54. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SoCal FCTF business.
55. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LASD task force personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SoCal FCTF.

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56. To the extent permitted by applicable law, LASD agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LASD SoCal FCTF personnel which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

57. The FBI and LASD remain responsible for all personnel costs for their SoCal FCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
58. Subject to funding availability and legislative authorization, the FBI will reimburse to LASD the cost of overtime worked by non-federal SoCal FCTF personnel assigned full-time to SoCal FCTF, provided overtime expenses were incurred as a result of SoCal FCTF-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 LASD for full-time employee(s) assigned to SoCal FCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LASD overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

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

FUNDING

60. 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

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61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SoCal FCTF operations.
62. 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 SoCal FCTF investigations may be equitably shared with the agencies participating in the SoCal FCTF.

DISPUTE RESOLUTION

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SoCal FCTF 's objectives.
64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SOCAL FCTF AND SECURITY CLEARANCES

67. If a LASD candidate for the SoCal FCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
68. If, for any reason, the FBI determines that an LASD candidate is not qualified or eligible to serve on the SoCal FCTF, the participating agency will be so advised, and a request will be made for another candidate.
69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
70. Before receiving unescorted access to FBI space identified as an open storage facility, SoCal FCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SoCal FCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top-Secret security clearance.

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71. Upon departure from the SoCal FCTF, each individual whose assignment to the SoCal FCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

72. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SoCal FCTF.
73. Each party agrees to notify the other in the event of receipt of a civil claim arising from the conduct of personnel assigned to OCVGTF or otherwise relating to the OCVGTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from OCVGTF operations. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the OCVGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
74. **COMMON LAW TORT CLAIMS**
- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
 - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition

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the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."

75. 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 SoCal FCTF 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 LA 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 SoCal FCTF personnel.
76. Liability for any conduct by SoCal FCTF 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.

DURATION

77. The term of this MOU is for the duration of the SoCal FCTF 's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
78. Any participating agency may withdraw from the SoCal FCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SoCal FCTF at least 30 days prior to withdrawal.
79. Upon termination of this MOU, all equipment provided to the SoCal FCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SoCal FCTF participation.

MODIFICATIONS

80. This agreement may be modified at any time by written consent of all involved agencies.

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81. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES



Ted E. Docks
Special Agent in Charge
Federal Bureau of Investigation

08/05/24

Date

Robert G. Luna
Sheriff
Los Angeles County Sheriff's Department

Date

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**FEDERAL BUREAU OF INVESTIGATION
Los Angeles Complex Financial Crimes Task Force
Cost Reimbursement Agreement**

LACFTF File No.: 318-LA-C3497966

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Los Angeles Complex Financial Crimes Task Force (LA CFCTF) as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and [Los Angeles County Sheriff's Department (LASD) located at 211 W. Temple Street, Los Angeles, CA 90012, Taxpayer Identification Number: 95-6000927W, and Telephone Number: 213-229-1700, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI LA CFCTF Memorandum of Understanding (MOU) signed by the Sheriff of LASD on [____], and shall be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse LASD for overtime payments made to officers assigned to and working full time on LA CFCTF related matters.
3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Los Angeles Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at LASD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI LA CFCTF personnel for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to LASD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, LASD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of LASD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Los Angeles Financial Liaison Specialist.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify LASD of the applicable annual limits prior to October 1st of each year.
6. The number of LASD deputies assigned full-time to the LA CFCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the LA CFCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, LASD shall prepare an official document setting forth the identity of each officer assigned full-time to the LA CFCTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Los Angeles Field Office CFCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the LA CFCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2025, shall be received by the FBI monthly and not later than December 31, 2025. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of LASD's participation on the LA CFCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Special Agent in Charge
Federal Bureau of Investigation

Date: _____

Sheriff Robert G. Luna
Los Angeles County Sheriff's Department

Date: _____

Financial Liaison Specialist
Federal Bureau of Investigation

Date: _____