Board of Supervisors Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: June 25, 2025 TIME: 9:30 a.m. – 11:00 a.m. MEETING CHAIR: Sandra Croxton, 5th Supervisorial District CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

To participate in the meeting in-person, the meeting location is: Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 Room 374-A

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 169948309# or <u>Click here to join the meeting</u>

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: <u>ClusterAccommodationRequest@bos.lacounty.gov</u>

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment. The meeting chair will determine the amount of time allowed for each item. THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. **INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Memorandum of Understanding with the Federal Bureau of Investigation for Participation in the Los Angeles/Orange County Financial Crimes Taskforce Speaker(s): Cynthia Melendez and Antonio Leon (Sheriff's)

B. BOARD LETTER:

Memorandum of Understanding with the Federal Bureau of Investigation for Participation in the Los Angeles County Money Laundering Task Force Speaker(s): Cynthia Melendez and Antonio Leon (Sheriff's)

C. BOARD LETTER:

Authorize Participation in the FIFA World Cup 26 Badge Program Fiscal Year 2025-26

Speaker(s): Adam Wright (Sheriff's)

D. BOARD LETTER:

Authorize Alternate Public Defender to Employ a Retired County Employee on a Temporary Basis and Grant Exception to the 180-Day Waiting Period Required Under the California Public Employees' Pension Reform Act Speaker(s): Michael Iwanaga (APD)

3. BOARD MOTION ITEM(S):

• NONE

4. **PRESENTATION/DISCUSSION ITEM(S)**:

A. BOARD LETTER:

Accept Fiscal Year 2024 Emergency Management Performance Grant Funds Speaker(s): Linda Leung (CEO)

B. BOARD LETTER:

Accept 2024 State Homeland Security Program Grant Funds Speaker(s): Kasey Dizon (CEO)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 <u>CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION</u> (Subdivision (a) of Government Code Section 54956.9)

Alexander Torres v. County of Los Angeles, et al. United States District Court Case No.: 2:22-CV-07450

Department: Sheriff's

7. UPCOMING ITEM(S) FOR JULY 2, 2025:

A. BOARD BRIEFING:

2024-2025 New Laws Speaker(s): Shirley R. Edwards, Shana Wilcher and Christine Ton (County Counsel)

B. BOARD LETTER:

Gratis License Agreement with Peace Officers Professional Associations Federal Credit Union Operating Automated Teller Machine at North County Correctional Facility Speaker(s): Michael Rodriguez (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ B	oard Memo	□ Other
CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	All 1st	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department		
SUBJECT	Memorandum of Understanding for Participation in Southern California Financial Crimes Task Force		
PROGRAM	Southern California Fina	ncial Crimes Task Force	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$135,000	Funding source: Department of Justice, Federal Bureau	ı of Investigation
	TERMS (if applicable): Continuous		
	Explanation: The anticipated expenses and offsetting revenue total \$135,000.		
PURPOSE OF REQUEST	The purpose of this request is to execute the Memorandum of Understanding describing the Department's participation in the Southern California Financial Crimes Task Force.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Southern California Financial Crimes Task Force (SoCal FCTF) was established to enhance collaboration between federal, state, and local agencies in the investigation and prosecution of financial crimes throughout the Southern California region and beyond.		
	The SoCal FCTF's mission is to identify and prosecute individuals involved in the proliferation of financial crimes, including those that pose significant threats to the economic security of Southern California communities. Through this multi-agency task force, participating entities aim to streamline investigative efforts, share critical intelligence, and pursue the most effective enforcement strategies to combat financial crime.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	 Yes No If Yes, please state which one(s) and explain how: The services provided under this Agreement align with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, under Strategy C – Public Safety. Participation in the Los Angeles County Money Laundering Task Force promotes 		

	public safety and economic stability by strengthening interagency collaboration among federal, state, and local agencies to combat financial crimes.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Cynthia Melendez, ASMI, (213) 229-1625, <u>cmelende@lasd.org</u>
	Antonio Leon, Lieutenant, (562) 906-5430, <u>a1leon@lasd.org</u>

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 TASKFORCE (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,

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

limitations 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.

CONCLUSION

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

Sincerely,



FEDERAL BUREAU OF INVESTIGATION SOUTHERN CALIFORNIA FINANCIAL CRIMES TASK FORCE MEMORANDUM OF UNDERSTANDING

PARTIES

 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.
- 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 noninvestigative 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:
 - 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.

- 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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- 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.

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.

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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 DIOGto 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

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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 fulltime 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)(l), 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
 - 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 <u>Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics</u>, 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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Neither it nor its contents may be released without authorization by FBI Headquarters.

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

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

24 08 05

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

LACFCTF 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 <u>www.SAM.gov</u>. 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 Loos 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

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

Date: _____

Date:	

Financial Liaison Specialist Federal Bureau of Investigation

Date:_____

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BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		oard Memo	□ Other
CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department		
SUBJECT	Memorandum of Understanding for Participation in the Los Angeles County Money Laundering Task Force		
PROGRAM	Los Angeles County Mor	ney Laundering Task Force	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain wh	ıy:	
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$240,000	Funding source: Department of Justice, Federal Bureau	of Investigation
	TERMS (if applicable): Continuous		
	Explanation: The anticipated expenses and offsetting revenue total \$240,000 for FY 2025-26.		
PURPOSE OF REQUEST	The purpose of this request is to execute the MOU describing the Department's participation in the Los Angeles County Money Laundering Task Force.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Money Laundering and Financial Crimes Strategy Act (Act) of 1998 designated the Southern California region, including Los Angeles County, as a High Intensity Financial Crimes Area (HIFCA). In such areas, money laundering and related financial crimes are widespread or pose a substantial threat to national efforts to combat financial crime.		
	Given the County's diverse and expansive economic landscape, it is a major economic hub vulnerable to illicit financial activity. Money laundering presents a serious risk to both community safety and economic stability.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	✓ Yes □ No If Yes, please state which one(s) and explain how: The services provided under this Agreement align with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, under Strategy C – Public Safety. Participation in the Los Angeles County Money Laundering Task Force promotes public safety and economic stability by strengthening interagency collaboration among federal, state, and local agencies to combat money laundering and financial crimes.		

DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Cynthia Melendez, ASMI, (213) 229-1625, cmelende@lasd.org
CONTACTS	Antonio Leon, Lieutenant, (562) 906-5430, <u>a1leon@lasd.org</u>

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 COUNTY MONEY LAUNDERING 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 Los Angeles County Money Laundering Task Force (LACML TF), 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 LACML TF'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 that are necessary for the effective participation in the LACML TF.
- 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,

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Money Laundering and Financial Crimes Strategy Act (Act) of 1998 designated the Southern California region, including the County, as a High Intensity Financial Crimes Area (HIFCA). In such places, money laundering and related financial crimes are extensive or present a substantial risk to an element of national strategy for combating money laundering and related financial crimes developed pursuant to the Act. Given its diverse and expansive economic landscape, the County is a major economic hub that is vulnerable to money laundering. The impact of money laundering poses a threat to community safety and financial stability.

The goal of the LACML TF 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:

- Seizure of illicit proceeds laundered through complicit industries and businesses;
- Prevention or seizure of third-party and trade-based money laundering;
- Arrest and prosecution of international money laundering suspects affecting the County area community and economy;
- Leverage the collective strength of participating agencies to disrupt and dismantle money laundering networks to prevent funding of terrorism, human trafficking, drug trafficking, and other illicit activities;
- Share and expand expertise, resources, and knowledge in money laundering tactics, techniques, procedures, and countermeasures.

Money laundering actors and activity transcend beyond traditional jurisdictional boundaries. Participation in the LACML TF enhances the Department's ability to identify, arrest, seize illicit funds, and prosecute international money laundering actors affecting the County population and economy.

The Department will provide eleven task force officers (TFOs) for participation in the LACML TF. Subject to the availability of funding and legislative authorization, the FBI will reimburse the Department the cost of overtime worked by non-federal LACML TF personnel assigned full-time to the LACML TF, provided overtime expenses were incurred as a result of LACML TF-related duties, and subject to the provision and limitations 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 LACML TF. The Department's FY 2025-26 Mid-Year Budget Adjustment #1 request will include the anticipated expenses and offsetting revenue, which are expected to be approximately \$150,000 in FY 2024-25.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU is for the duration of the LACML TF's operation, contingent upon approval of necessary funding. Any participating agency may withdraw from the LACML TF 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 LACML TF 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 LACML TF.

CONCLUSION

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

Sincerely,

SHERIFF

ROBERT G. LUNA

FEDERAL BUREAU OF INVESTIGATION LOS ANGELES COUNTY MONEY LAUNDERING TASK FORCE MEMORANDUM OF UNDERSTANDING

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PARTIES

 This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Los Angeles County Sheriff's Department (LASD). 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 Los Angeles County Money Laundering Task Force (LACML TF) 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.)

MISSION

4. The mission of the LACML TF is to identify and target for prosecution organized criminal elements that devote high technological means to commit a variety of criminal acts to include but not limited to: money laundering, identity theft, and bank fraud. 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 by which to obtain criminal convictions.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the task force shall be the shared responsibility of the participating agency heads and/or their designees.

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- 6. The Special Agent in Charge (SAC) of the Los Angeles Division shall designate one Supervisory Special Agent (LACML TF Supervisor) to supervise the LACML TF. The LACML TF Supervisor may designate a Special Agent to serve as the Los Angeles County Money Laundering Task Force Coordinator (Task Force Coordinator). Either the LACML TF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the Los Angeles County Money Laundering Task Force.
- 7. Conduct undertaken outside the scope of an individual's LACML TF duties and assignments under this MOU shall not fall within the oversight responsibility of the LACML TF 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. LACML TF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau'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.
- 9. LACML TF personnel will continue to report to their respective agency heads for noninvestigative administrative matters not detailed in this MOU.
- 10. Continued assignment of personnel to the LACML TF will be based on performance and at the discretion of appropriate management. The FBI SAC and LACML TF Supervisor will also retain discretion to remove any individual from the LACML TF.

B. Case Assignments

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

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15. The head of each participating agency shall determine the resources to be dedicated by that agency to the LACML TF, 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

- 16. It is agreed that matters designated to be handled by the LACML TF will not knowingly be subject to non-LACML TF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the LACML TF's existence and areas of concern.
- 17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to LACML TF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.
- LACML TF investigative leads outside of the geographic areas of responsibility for FBI Los Angeles Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

- 19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-LACML TF personnel will be limited to those situations where it is essential to the effective performance of the LACML TF. These disclosures will be consistent with applicable FBI guidelines.
- 20. Non-FBI LACML TF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the LACML TF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- 21. 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.
- 22. 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 LACML TF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

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23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an LACML TF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI LACML TF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of LACML TF investigations shall be maintained at an agreed upon location.

C. Reports and Records

- 24. 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 LACML TF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
- 25. LACML TF reports prepared in cases assigned to LACML TF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
- 26. Records and reports generated in LACML TF 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 file for OCTF.
- 27. LACML TF investigative records maintained at the Los Angeles Field Office of the FBI will be available to all LACML TF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
- 28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the LACML TF 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 LACML TF personnel.
- 29. All LACML TF 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.
- 30. 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.
- 31. The Parties acknowledge that this MOU may provide LACML TF 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 LACML TF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

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INFORMATION SHARING

- 32. No information possessed by the FBI, to include information derived from informal communications between LACML TF personnel and FBI employees not assigned to the LACML TF, may be disseminated by LACML TF personnel to non-LACML TF personnel without the approval of the LACML TF 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, LACML TF 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.
- 33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- 34. 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.
- 35. 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.
- 36. 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).
- 37. 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

- 38. LACMLTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
- 39. A determination will be made on a case-by-case basis whether the prosecution of LACML TF 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 LACML TF.

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40. 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 LACML TF 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

- 41. 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.
- 42. 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 Domestic Investigations and Operations Guide 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.
- 43. 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

44. All LACML TF 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

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

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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.
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.

46. The parent agency of each individual assigned to the LACML TF 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

47. LACML TF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

- 48. Local and state law enforcement personnel designated to the LACML TF, 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 LACML TF or until the termination of the LACML TF, whichever comes first.
- 49. Deputized LACML TF 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

- 50. In furtherance of this MOU, employees of Los Angeles County Sheriff's Department may be permitted to drive FBI owned or leased vehicles for official LACML TF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to Los Angeles County Sheriff's Department LACML TF personnel will require the execution of a separate Vehicle Use Agreement.
- 51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to LACML TF business.
- 52. The FBI and the United States will not be responsible for any tortious act or omission on the part of Los Angeles Sheriff's Department and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by Los Angeles County Sheriff's Department LACML TF personnel, except where liability may fall under the

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provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

- 53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by Los Angeles County Sheriff's Department task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
- 54. To the extent permitted by applicable law, Los Angeles County Sheriff's Department 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 Los Angeles County Sheriff's Department LACML TF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

- 55. The FBI and Los Angeles County Sheriff's Department remain responsible for all personnel costs for their LACML TF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
- 56. Subject to funding availability and legislative authorization, the FBI will reimburse to Los Angeles County Sheriff's Department the cost of overtime worked by non-federal LACML TF personnel assigned full-time to LACML TF, provided overtime expenses were incurred as a result of LACML TF-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 Los Angeles County Sheriff's Department for full-time employee(s) assigned to LACML TF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable Los Angeles County Sheriff's Department overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

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

FUNDING

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58. 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

- 59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with LACML TF operations.
- 60. 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 LACML TF investigations may be equitably shared with the agencies participating in the LACML TF.

DISPUTE RESOLUTION

- 61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the LACML TF's objectives.
- 62. 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

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

SELECTION TO LACML TF AND SECURITY CLEARANCES

- 65. If a Los Angeles County Sheriff's Department candidate for the LACML TF 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.
- 66. If, for any reason, the FBI determines that an Los Angeles County Sheriff's Department candidate is not qualified or eligible to serve on the LACML TF, the participating agency will be so advised and a request will be made for another candidate.

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- 67. 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.
- 68. Before receiving unescorted access to FBI space identified as an open storage facility, LACML TF personnel will be required to obtain and maintain a "Top Secret" security clearance. LACML TF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
- 69. Upon departure from the LACML TF, each individual whose assignment to the LACML TF 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

- 70. 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 LACML TF.
- 71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the LACML TF or otherwise relating to the LACML TF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the LACML TF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the LACML TF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
- 72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the LACML TF 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 to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a

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case-by-case basis, and the FBI cannot guarantee such certification to any LACML TF personnel.

- 73. 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 <u>Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics</u>, 403 U.S. 388 (1971): An individual assigned to the LACML TF 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 Los Angeles 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 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 LACML TF personnel.
- 74. Liability for any conduct by LACML TF 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

- 75. The term of this MOU is for the duration of the LACML TF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
- 76. Any participating agency may withdraw from the LACML TF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the LACML TF at least 30 days prior to withdrawal.
- 77. Upon termination of this MOU, all equipment provided to the LACML TF 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 LACML TF participation.

MODIFICATIONS

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

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79. 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

Special Agent in Charge Federal Bureau of Investigation Date

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

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FEDERAL BUREAU OF INVESTIGATION Los Angeles County Money Laundering Task Force Cost Reimbursement Agreement

LACML TF File No.: 343H-LA-2233315,343H-LA-2230334

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Los Angeles County Money Laundering Task Force LACML TF), 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 Sherriff's Office (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 LACML TF 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 LACML TF 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 LACML TF 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 <u>www.SAM.gov</u>. 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 LACML TF 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 LACML TF, 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 LACML TF, 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 LACML TF 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 LACML TF.

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, 2022, shall be received by the FBI monthly and not later than December 31, 2022. 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 LACML TF, 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	n

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

Date:

Date: _____

Financial Liaison Specialist Federal Bureau of Investigation

Date:

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BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	□ Other	
CLUSTER AGENDA REVIEW DATE	6/25/2025			
BOARD MEETING DATE	7/15/2025			
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th		
DEPARTMENT(S)	Sheriff			
SUBJECT	Authorize Participation i	n the FIFA World Cup 26 Badge Progra	m	
PROGRAM	FIFA World Cup 26 Bac	lge Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain w	hy:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	🛛 Yes 🗌 No – I	Not Applicable		
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	Total cost: \$ 0.00	Funding source: N/A		
	TERMS (if applicable):			
	badge at their own expe	Personnel who choose to participate would be required to purchase the commemorative badge at their own expense.		
PURPOSE OF REQUEST	Seek approval for the Sheriff's Department to participate in the FIFA World Cup 26 Badge Program.			
BACKGROUND (include internal/external issues that may exist including any related	To commemorate our partnership with the community and this historical occasion, the Department will purchase commemorative 2026 FIFA Work Cup badges to wear during the months of June 2026 and July 2026.			
motions)	In coordination with the Department the commemorative badge will be encased at the employee's own expense. Participation in the Program is optional and purely voluntary for its personnel.			
	Sworn Department members who wish to participate will be able to purchase the commemorative badge from the FIFA's only authorized vendor, Smith & Warren.			
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state whic	ch one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Lieutenant Adam R. Wr (323) 807-7061 arwright@lasd.org			

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:

AUTHORIZE PARTICIPATION IN THE FIFA WORLD CUP 26 BADGE PROGRAM FISCAL YEAR 2025-26 (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board of Supervisors (Board) approval to participate in the Fédération Internationale de Football Association (FIFA) World Cup 26 Badge Program (Program). With the authority of the Board, the Department will allow authorized sworn personnel to participate in this optional and voluntary Program, at their own expense, and allow the participating employees to wear the commemorative 2026 FIFA Work Cup badges for a limited time.

IT IS RECOMMENDED THAT THE BOARD

- 1. Delegate authority to the Internal Services Department (ISD), through the Executive Office of the Board, to execute a participation agreement with the FIFA's only authorized badge vendor, Smith & Warren.
- 2. Authorize Smith & Warren., a temporary license to be a retail distributor of the commemorative 2026 FIFA Work Cup badges using the Department and District names and insignias, only for the 2026 World Cup event.

3. Authorize the Sheriff, or his designee, to allow the authorized sworn personnel to wear the specially designed 2026 FIFA Work Cup badges for the months of June 2026 and July 2026.

4. Authorize the retention of the commemorative badges at the end of the authorized period as keepsakes so long as they are encased in a block of Lucite, or similar materials, to render the badges unusable for active service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To commemorate our partnership with the community and this historical occasion, the participating public safety agencies, including the Department, will purchase commemorative 2026 FIFA Work Cup badges to wear during the months of June 2026 and July 2026. In coordination with the Department the commemorative badge will be encased at the employee's own expense. Participation in the Program is optional and purely voluntary for its personnel. Sworn Department members who wish to participate will be able to purchase the commemorative badge from the FIFA's only authorized vendor, Smith & Warren.

Participating personnel shall be deemed as active uniformed Department personnel, including Department reserves; and also sworn as approved by the Sheriff. The commemorative badge shall be purchased by participating personnel as described herein. At the time of the commemorative badge purchase, participating personnel shall also purchase a "Lucite kit", in coordination with the Department, to encase the commemorative badge at the end of the 2026 FIFA World Cup. Participating personnel shall maintain possession of the commemorative badge control unit where it will proceed for the commemorative badge's encasement as a keepsake in a block of Lucite so as to render the badge unusable for active service. At that time, the prior badge shall be reissued to those authorized.

Implementation of Strategic Plan Goals

This request is consistent with the County's Strategic Plan Goal 11., Foster vibrant and resilient communities. Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of and work of public-private partnering entities supporting vibrant communities.

FISCAL IMPACT/FINANCING

Personnel who choose to participate would be required to purchase the commemorative badge at their own expense. As noted, the process would mirror that which is currently in place for existing issued badges and honorably retired personnel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the County of Los Angeles Code of Ordinance, section 5.64.130, the Board may allow the issuance of badges by order of the Executive Officer of the Board of Supervisors and allows authorized personnel to wear County badges, including sworn personnel from the Department and the District.

Further, under the County of Los Angeles Code of Ordinance, section 5.64.095, the Executive Office of the Board of Supervisors may authorize the retention of old badges as keepsakes so long as it is encased in a block of Lucite, or similar material, to render the badges unusable for active service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Program has no impact on current services.

CONCLUSION

The current Department badge is recognized worldwide and is a symbol of prestige and honor. A recommendation for its replacement, however brief, is not proposed without recognizing that fact. However, the prestige of today's badge is born of the professional growth and history of the District and Department – its accomplishments, lessons learned, and improvements made. A campaign of this nature will further enable the Department to understand our history, better appreciate our roots, professional growth, and accomplishments, and hopefully encourage our workforce to further the legacy of providing only the finest service to our communities.

Should you have any questions, please contact Captain Sandra J. Lucio, Emergency Operations Bureau, at (323) 980-2201.

Sincerely,

ROBERT G. LUNA SHERIFF



BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	B	oard Memo	□ Other
CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 1	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Alternate Public Defende	er (APD)	
SUBJECT	EMPLOYEE ON A TEMI	TE PUBLIC DEFENDER TO EMPLOY PORARY BASIS AND GRANT AN EXC REQUIRED UNDER THE CALIFORNI N REFORM ACT	CEPTION TO THE 180-
PROGRAM	Defense of Adults		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain wh	ny:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	If unsure whether a r	lot Applicable natter is subject to the Levine Ac <u>s.lacounty.gov</u> to avoid delays in	
DEADLINES/ TIME CONSTRAINTS	Timely approval of this re services at APD's North	equest will enable the department to co County branches.	ntinue providing critical
COST & FUNDING	Total cost: \$0	Funding source: Department's 2025-26 Adopted Budge	et.
	TERMS (if applicable):		
	Explanation: APD will uti	lize a budgeted vacant position to supp	port this request.
PURPOSE OF REQUEST	Anthony Rayburn to a 12	k in service requirement and reinstate r 20-day temporary assignment as a Dep m# 9257) at APD's North County branc	outy Alternate Public
BACKGROUND (include internal/external issues that may exist including any related motions)	are needed to represent	perience and ability to work in APD's No APD's clients at the San Fernando, Va eriencing high felony caseloads.	
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain h representing indigent clie	ow: The requested action will allow Nents.	/Ir. Rayburn to continue
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	indigent defense directly B: Care First, Jails La incarcerated population system of care and supp meet the needs of justice		North Star 2, Focus Area d Support: Reduce the al Jail, and expand the resources to and better
DEPARTMENTAL CONTACTS	Name, Title, Phone # & I 8246, miwanaga@apd.la	Email: Michael Iwanaga, Administrative acounty.gov	Deputy, (213) 974-



Law Offices of the County of Los Angeles **ALTERNATE PUBLIC DEFENDER**

Clara Shortridge Foltz Criminal Justice Center 210 West Temple Street, Suite 18-709, Los Angeles, CA 90012 Telephone No. (213) 974-6626 apd.lacounty.gov

ERIKA C. ANZOÁTEGUI Alternate Public Defender

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

AUTHORIZE ALTERNATE PUBLIC DEFENDER TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS AND GRANT AN EXCEPTION TO THE 180-DAY WAITING PERIOD REQUIRED UNDER THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

<u>SUBJECT</u>

The Law Offices of the County of Los Angeles Alternate Public Defender (APD) requests the Board's approval to grant an exception to the 180-day waiting period required under the Public Employees' Pension Reform Act (PEPRA) of 2013 before reemploying a retired County employee as a 120-day rehired retiree. APD affirms that the retiree is highly skilled and that the work he will be providing is critical.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Waive the 180-day break in service requirement and reemploy retired County employee Anthony Rayburn to a 120-day temporary assignment as a Deputy Alternate Public Defender (DAPD) IV (item #9257) at APD's North County branches located in San Fernando, Van Nuys, and Pasadena.
- 2. Approve the request for Mr. Rayburn to receive compensation at the rate of \$107.77 per hour and work no more than 960 work hours within a fiscal year, upon the Board's approval of his temporary reemployment as a DAPD IV.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Alternate Public Defender's request to waive the 180-day break in service requirement is intended to provide the APD with additional staffing support to help address operational gaps due to higherthan average attorney attrition and vacancies, while the APD continues working toward hiring and training more permanent attorney staff.

APD North County branches currently have the highest felony caseloads in the department. APD San Fernando and Pasadena branches specifically are in dire need of additional experienced attorneys that can expertly interview and conduct Arraignments for serious and complex cases. These branches need an experienced attorney who can not only handle arraignments, but who can also help alleviate line attorney workloads by submitting early discovery requests, work with homeless clients to screen and submit applications for housing at local shelters, and conduct bail review hearings, bench warrant hearings, Resentencing hearings, Office of Diversion and Reentry (ODR) suitability hearings (in Van Nuys courthouse), and Bail Forfeiture hearings.

Mr. Rayburn has been a public defender since February 1995 and with the APD since December of 1995. Mr. Rayburn has been a Grade IV felony attorney with the Alternate Public Defender's Office assigned to various courthouses in North County since 1999. His 25 plus years of experience working in the North County have allowed him to develop expertise in managing all aspects of APD cases. Additionally, as a Grade IV attorney, Mr. Rayburn is authorized to appear on Special Circumstance cases as needed.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Waiving the 180-day break in service requirement and reemploying Mr. Rayburn to a 120-day temporary assignment as a DAPD IV is consistent with the County's Strategic Plan North Star 1 - Make Investments that Transform Lives, North Star 2 - Foster Vibrant and Resilient Communities; and aligns with the Board's *Care First, Jails Last,* and Homeless Initiative priorities.

FISCAL IMPACT / FINANCING

APD will utilize a budgeted vacant position to support this request.

FACTS AND PROVISION/LEGAL REQUIREMENTS

The recommended action is consistent with the PEPRA of 2013, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system before a period of 180 days following the date of retirement if the Board certifies the position is critically needed and the retired person has the skills required to perform work of limited duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will strengthen the APD's staffing capacity, helping to address operational gaps caused by higher than average attorney attrition and vacancies.

Respectfully submitted,

ERIKA C. ANZOÁTEGUI Alternate Public Defender

c: Executive Office, Board of Supervisors Chief Executive Officer County Counsel Auditor-Controller Human Resources Los Angeles County Employees Retirement Association

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		oard Memo	□ Other	
	6/11/2025			
REVIEW DATE BOARD MEETING DATE	7/15/2025			
SUPERVISORIAL DISTRICT				
AFFECTED		2 nd 3 rd 4 th 5 th		
DEPARTMENT(S)	Chief Executive Office			
SUBJECT	Accept 2024 Emergency	/ Management Performance Grant (EMF)	PG) Program Funds	
PROGRAM	Emergency Managemer	t Performance Grant		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain w	ny:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	🗌 Yes 🛛 No – N	Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A			
COST & FUNDING	Total cost: \$1,820,586	Funding source: Federal Department of Homeland Se	,	
	Emergency Management Agency (FEMA)			
	July 1, 2024 to June 30,	2026		
	Explanation: The EMPG Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). The FY 2024 EMPG has a dollar-for-dollar funding match requirement, which the Operational Area will satisfy through matched personnel expenses.			
PURPOSE OF REQUEST	To accept \$1,820,586 in funding for the FY 2024 EMPG Program under Assistance Listing Number 97.042, Subaward Number 2024-0050, as distributed through Cal OES with a Performance Period of July 1, 2024 through June 30, 2026, and the allocation of a portion of such funds to the County's Chief Executive Office – Office of Emergency Management (OEM) in the amount of \$606,801 to support County emergency preparedness and response activities; delegate authority to the Chief Executive Officer (CEO), or her designee, to enter into subrecipient agreements with Disaster Management Areas (DMAs) providing for use and reallocation of funds, and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary.			
BACKGROUND		funding through Cal OES to support con		
(include internal/external issues that may exist	o , o	mergency management at local levels, and to encourage the improvement of nitigation, preparedness, response, and recovery capabilities for all hazards and		
including any related	disasters.			
motions) EQUITY INDEX OR LENS	🗌 Yes 🛛 No			
WAS UTILIZED	If Yes, please explain ho	ow:		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Craig Hirakawa, Principal Analyst, CEO, (213) 974-1127, <u>Chirakawa@ceo.lacounty.gov</u> Linda Leung, Program Specialist II, CEO, (213) 893-6227, <u>Lleung@ceo.lacounty.gov</u> Laura Jacobson, Deputy County Counsel, (213) 974-1923, <u>LJacobson@counsel.lacounty.gov</u> Lauren Dods, Sr. Deputy County Counsel, (213) 974-1856, <u>LDods@counsel.lacounty.gov</u>

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, CA 90012 (213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

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:

ACCEPT FISCAL YEAR 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Board approval is requested to accept the County's allocation of the Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) Program. The grant is fully funded by the Federal Department of Homeland Security (DHS) and distributed by the California Governor's Office of Emergency Services (Cal OES). The grant will be used to support comprehensive emergency management activities at the local levels and to encourage the improvement of preparedness, response, recovery, and mitigation capabilities for all hazards and disasters.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the County activities to be funded with FY 2024 EMPG from DHS do not constitute projects under the California Environmental Quality Act (CEQA) or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;
- 2. Accept \$1,820,586 in funding for the FY 2024 EMPG Program under Assistance Listing Number 97.042, Subaward Number 2024-0050, as distributed through Cal

OES with a Performance Period of July 1, 2024, through June 30, 2026, and the allocation of a portion of such funds to the County's Chief Executive Office – Office of Emergency Management (OEM) in the amount of \$606,801 to support County emergency preparedness and response activities;

3. Delegate authority to the Chief Executive Officer (CEO), or her designee, to enter into subrecipient agreements with Disaster Management Areas (DMAs) providing for use and reallocation of funds, and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS, through Cal OES, has approved grant funding for State and national homeland security efforts. The grant funding is provided to support comprehensive emergency management at local levels, and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards and disasters. The grant funds will be used to strengthen information sharing and collaboration among all levels of government, private industry, and non-governmental and community-based organizations; strengthen emergency planning for both intentional and natural disasters; encourage citizen preparedness while integrating the needs of vulnerable populations; provide guidance and support for enhancing primary and alternate emergency operations centers to increase regional readiness; and increase opportunities for professional training of emergency management personnel.

This letter finds that the recommended activities do not constitute projects or are exempt under CEQA. Following approval by the Board, and the signing of subrecipient agreements with DMAs, the grant funds would be made available at the local level.

The Board is requested to authorize the CEO to administer the grant, on behalf of the Los Angeles County Operational Area. The CEO or her designee will also be authorized to submit other grant documents including, but not limited to, amendments, modifications, extensions, performance reports, reimbursement requests and future applications.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 2 - Foster Vibrant and Resilient Communities.

FISCAL IMPACT/FINANCING

For FY 2024, the EMPG award is \$1,820,586. The program is fully funded by DHS, and distributed by Cal OES. The FY 2024 EMPG has a dollar-for-dollar funding match

requirement, which the Operational Area will satisfy through matched personnel expenses.

Of the total grant award, the DMAs will be allocated \$1,213,785, and \$606,801 will be retained by OEM to support emergency preparedness and response activities.

The spending authority needed for FY 2025-26 will be requested by the CEO during the FY 2025-26 Supplemental Budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the Los Angeles County Operational Area with specific guidelines for the management and administration of these grants. These guidelines detail the activities and expenditures that are allowable under these grants. The performance period of these grants is from July 1, 2024 through June 30, 2026.

ENVIRONMENTAL DOCUMENTATION

The acceptance of the grant funding and the proposed County activities to be funded by the grant do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment; and/or include the creation of a government funding mechanisms or other government fiscal activities; which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the proposed County activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301(a) and (d) and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. The County activities to be funded will result in negligible or no expansion of use. In addition, based on the records of the proposed exempt activities, the exempt County activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be

funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant will enable the County and DMAs to enhance capabilities to prepare for, respond to, and recover from emergencies and natural disasters.

CONCLUSION

Upon approval by the Board, please send a copy of the adopted Board Letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:AC AN:CH:LL

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller BOARD OFHilda L. SolisSUPERVISORSFirst District

rict Seco

Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, CA 90012 (213) 974-1101 ceo.lacounty.gov

Chief Executive Officer Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

April 09, 2024

Dear Supervisors:

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

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

39 April 9, 2024

[°] JEFF LEVINSON INTERIM EXECUTIVE OFFICER

ACCEPT FISCAL YEAR 2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Board approval is requested to accept the County's allocation of the Fiscal Year (FY) 2023 Emergency Management Performance Grant (EMPG) Program. The grant is fully funded by the Federal Department of Homeland Security (DHS) and distributed by the California Governor's Office of Emergency Services (Cal OES). The grant will be used to support comprehensive emergency management activities at the local levels and to encourage the improvement of preparedness, response, recovery, and mitigation capabilities for all hazards and disasters.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with FY 2023 EMPG from DHS do not constitute projects under the California Environmental Quality Act (CEQA) or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;

2. Accept \$2,076,678 in funding for the FY 2023 EMPG Program under Assistance Listing Number 97.042, Subaward Number 2023-0006, as distributed through Cal OES with a Performance Period of July 1, 2023 through June 30, 2025, and the allocation of a portion of such funds to the County's Chief Executive Office – Office of Emergency Management (OEM) in the amount of \$692,157 to support County emergency preparedness and response activities;

The Honorable Board of Supervisors 4/9/2024 Page 2

3. Delegate authority to the Chief Executive Officer (CEO), or her designee, to enter into subrecipient agreements with Disaster Management Areas (DMAs) providing for use and reallocation of funds, and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS, through Cal OES, has approved grant funding for State and national homeland security efforts. The grant funding is provided to support comprehensive emergency management at local levels, and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards and disasters. The grant funds will be used to strengthen information sharing and collaboration among all levels of government, private industry, and non-governmental and community-based organizations; strengthen emergency planning for both intentional and natural disasters; encourage citizen preparedness while integrating the needs of vulnerable populations; provide guidance and support for enhancing primary and alternate emergency operations centers to increase regional readiness; and increase opportunities for professional training of emergency management personnel.

This letter finds that the recommended activities do not constitute projects or are exempt under CEQA. Following approval by the Board, and the signing of subrecipient agreements with DMAs, the grant funds would be made available at the local level.

The Board is requested to authorize the CEO to administer the grant, on behalf of the Los Angeles County Operational Area. The CEO or her designee will also be authorized to submit other grant documents including, but not limited to, amendments, modifications, extensions, performance reports, reimbursement requests and future applications.

Implementation of Strategic Plan Goals

Access to this grant funding addresses the following County Strategic Plan Goals and Strategies: Goal II.2 – Support the Wellness of our Communities; and Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For FY 2023, the EMPG award is \$2,076,678. The program is fully funded by DHS, and distributed by Cal OES. The FY 2023 EMPG has a dollar-for-dollar funding match requirement, which the Operational Area will satisfy through matched personnel expenses.

Of the total grant award, the DMAs will be allocated \$1,384,521, and \$692,157 will be retained by OEM to support emergency preparedness and response activities.

The spending authority needed for FY 2024-25 will be requested by the CEO during the FY 2024-25 Final Changes Budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the Los Angeles County Operational Area with specific guidelines for the management and administration of these grants. These guidelines detail the activities and expenditures that are allowable under these grants. The performance period of these grants is from

The Honorable Board of Supervisors 4/9/2024 Page 3

July 1, 2023 through June 30, 2025.

ENVIRONMENTAL DOCUMENTATION

The acceptance of the grant funding and the proposed County activities to be funded by the grant do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment; and/or include the creation of a government funding mechanisms or other government fiscal activities; which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the proposed County activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301(a) and (d) and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. The County activities to be funded will result in negligible or no expansion of use. In addition, based on the records of the proposed exempt activities, the exempt County activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant will enable the County and DMAs to enhance capabilities to prepare for, respond to, and recover from emergencies and natural disasters.

CONCLUSION

Upon approval by the Board, please send a copy of the adopted Board Letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

The Honorable Board of Supervisors 4/9/2024 Page 4

Respectfully submitted,

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FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:AC AN:CH:LL

Enclosures

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller

Governing Body Resolution

Covers Grant Years: 2023 EMPG, 2024 EMPG, 2025 EMPG

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Los Angeles THAT

Chief Executive Officer	,	OR
Chief Deputy	,	OR
Assistant Chief Executive Officer	,	OR
Manager, CEO	,	OR
Principal Analyst, CEO		

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this 9th _____day of _____, 2024

Certification

I,	Lindsey P.	Horvath	(Name)	, dul	y appointed and
	Chair (Title)		of the Los Angeles	County Board of (Governing Body)	f Supervisors
do h	ereby certify that the a	above is a tru	e and correct copy of a r	esolution passed a	nd approved by
the _	Board of Supervise (Governing Boo		of the <u>County o</u>	f Los Angeles (Name of Applicant)	on the
. <u></u>	9th	_day of	April	,	2024.
	CONTY OF LOS ANG	(Office)	4/09/2024	<u>ors</u>	
			INTERIM EX	JEFF LEVINSON ECUTIVE OFFICER DARD OF SUPERVI	

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	☐ Board Memo	□ Other			
CLUSTER AGENDA REVIEW DATE	6/25/2025				
BOARD MEETING DATE	7/15/2025				
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □ 2 nd □ 3 rd □ 4 th □ 5 th				
DEPARTMENT(S)	Chief Executive Office				
SUBJECT	Accept 2024 Statewide Homeland Security Program (SHSP) Grant Funds			
PROGRAM	Homeland Security Grant Program				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	🗌 Yes 🛛 No – Not Applicable				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: Funding source: \$8,300,952 Federal Department of Homeland Emergency Management Agency				
	TERMS (if applicable): September 1, 2024 to May 31, 2027				
	Emergency Services (Cal OES).	e SHSP Grant is fully funded by DHS through the California Governor's Office of			
PURPOSE OF REQUEST	To accept \$8,300,952 in FY 2024 SHSP funding under Assi 97.067 from the 2024 State Homeland Security Program (SI Cal OES with a Performance Period of September 1, 2024 t allocation of a portion of such funds to County Departments (\$999,340); Fire (\$87,589); Health Services [Emergency Me Medical Examiner (\$104,458); Public Health (\$48,936); Reg Clerk (\$284,444); and Sheriff (\$1,212,322); adopt the attach Resolution, which authorizes the Chief Executive Officer, or and execute the SHSP Grant awards and all future amendm extensions, and augmentations, as necessary; delegate aut Executive Officer, or her designee, to enter into subrecipient providing for use and re-allocation of these funds, and to ex- amendments, modifications, extensions and augmentations agreements, as necessary; approve the County activities to SHSP Grant funds; and authorize the County's Purchasing J solicitation and purchase of capital asset items in excess of \$250,000 with two weeks advance Supervisors.	HSP) Grant as distributed o May 31, 2027, and the as follows: CEO edical Services] (\$152,163); istrar-Recorder/County ued Governing Body her designee, to apply for nents, modifications, hority to the Chief t agreements with cities ecute all future relative to the subrecipient be funded with 2024 Agent to proceed with the			
BACKGROUND	DHS has released grant funding through Cal OES to suppor				
(include internal/external issues that may exist	of the State and local agencies to respond to incidents of tel involving chemical, biological, radiological, nuclear, and exp				

including any related motions)	natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.
EQUITY INDEX OR LENS	☐ Yes ⊠ No
WAS UTILIZED	If Yes, please explain how:
SUPPORTS ONE OF THE	☐ Yes ⊠ No
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Craig Hirakawa, Principal Analyst, CEO, (213) 974-1127, <u>chirakawa@ceo.lacounty.gov</u> Kasey Dizon, Senior Analyst, CEO, (213) 974-1764, <u>kdizon@ceo.lacounty.gov</u> Laura Jacobson, Deputy County Counsel, (213) 974-1923, <u>LJacobson@counsel.lacounty.gov</u> Lauren Dods, Sr. Deputy County Counsel, (213) 974-1856, <u>LDods@counsel.lacounty.gov</u>



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:

ACCEPT 2024 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS (ALL DISTRICTS) (3-VOTES)

SUBJECT

Board approval is requested to find the proposed actions are not a project or exempt under the California Environmental Quality Act (CEQA) and accept the County of Los Angeles' (County) allocation of the 2024 State Homeland Security Program (SHSP) Grant funds to make the funds available to the appropriate County departments and cities. The SHSP Grant enhances the capacity of State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with the 2024 SHSP Grant funds from the Federal Department of Homeland Security (DHS) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;

2. Accept \$8,300,952 in DHS Grant funds under Assistance Listing Number 97.067 from the 2023 SHSP Grant as distributed through the California Governor's Office of Emergency Services (Cal OES) with a Performance Period of September 1, 2024, to May 31, 2027, and the allocation of a portion of such funds to County departments as set forth in the Attachment;

3. Adopt the attached Governing Body Resolution (GBR), which authorizes the Chief Executive Officer, or her designee, to apply for and execute the SHSP Grant awards and all future

The Honorable Board of Supervisors 7/15/2025 Page 2

amendments, modifications, extensions, and augmentations, as necessary;

4. Delegate authority to the Chief Executive Officer, or her designee, to enter into subrecipient agreements with cities providing for use and re-allocation of these funds; and to execute all future amendments, modifications, extensions and augmentations relative to the subrecipient agreements, as necessary;

5. Approve the County activities to be funded with 2024 SHSP Grant funds; and

6. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital asset items in excess of \$250,000 with two weeks advance notice to the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS has released grant funding through Cal OES to enhance the capacity of the State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.

The purpose of this letter is to find that the recommended County activities do not constitute projects or, in the alternative, are exempt under CEQA and that the Board of Supervisors (Board) has authorized the Chief Executive Officer to administer the SHSP Grant on behalf of the County Operational Area. The Board is requested to approve the attached GBR (Enclosure A), which provides a list of Chief Executive Office (CEO) personnel authorized to sign SHSP grant documents.

We are further requesting the Chief Executive Officer be granted delegated authority to enter into subrecipient agreements with the various cities receiving SHSP Grant funds. Following the signing of agreements, these funds will be distributed to cities and County departments approved by DHS and Cal OES on a cost reimbursement basis. These agreements will be in a form approved by County Counsel.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 2 - Foster Vibrant and Resilient Communities.

FISCAL IMPACT/FINANCING

This Grant is fully funded by DHS through Cal OES, and there is no matching fund requirement or impact on net County cost. Of the \$8,300,952 grant, \$2,889,252 will be retained by the County for various programs under the grant, including five percent identified for management and administration costs, and \$5,411,700 will be allocated to local jurisdictions for approved activities/programs.

The funding for the impacted County departments (Enclosure B) will be distributed as follows:

CEO (\$999,340); Fire (\$87,589); Health Services [Emergency Medical Services] (\$152,163); Medical Examiner (\$104,458); Public Health (\$48,936); Registrar-Recorder/County Clerk (\$284,444); and the Sheriff (\$1,212,322). The funding needed for Fiscal Year 2025-26 will be requested during the Fiscal

The Honorable Board of Supervisors 7/15/2025 Page 3

Year 2025-26 Supplemental Budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the County Operational Area with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under the grant.

ENVIRONMENTAL DOCUMENTATION

The proposed County activities to be funded as identified in the Enclosure B, as well as the disbursement of funds to cities, do not constitute projects, pursuant to CEQA, because they are excluded from the definition of a project by Public Resources Code Section 21065 and section 15378(b)(2) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government, and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. In addition, based on the records of the proposed exempt activities, they will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient awarded funding is required by the subrecipient agreement to comply with CEQA, as applicable, in order to be reimbursed with grant funds. To the extent there are any changes proposed to the County activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings, which may be necessary under CEQA, prior to implementation of any activities which constitute a project. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

CONTRACTING PROCESS

Procurement for items referenced in the Enclosure B will be under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Grant provides funding to the County for planning, equipment, training, exercises, and program management and administration for emergency prevention, preparedness, and response personnel which will have a positive impact on current services by improving and enhancing the County's ability to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other disasters.

The Honorable Board of Supervisors 7/15/2025 Page 4

CONCLUSION

Upon execution by the Board, please send a copy of the adopted Board letter to the CEO - Homeland Security Grants Administration for processing.

Respectfully submitted,

FAD:JMN:AC AN:CH:KD

Enclosures

c: Executive Office, Board of Supervisors County Counsel Sheriff Fire Health Services Medical Examiner Public Health Registrar-Recorder/County Clerk

Governing Body Resolution

Covers Grant Years: 2024 SHSP, 2025 SHSP, 2026 SHSP

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Los Angeles THAT

Chief Executive Officer,ORChief Deputy,ORAssistant Chief Executive Officer,ORManager, CEO,ORPrincipal Analyst, CEO,

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this	day of	, 2025
	Certification	
I,	(Name)	, duly appointed and
(Title)	of the	(Governing Body)
do hereby certify that the above	is a true and correct copy	y of a resolution passed and approved by
the	of the	on the
(Governing Body)		(Name of Applicant)
day	of	, 2027.
CUNTY OF LOS AAGE	(Official Position) (Signature)	
	(Date)	

2024 STATE HOMELAND SECURITY PROGRAM ALLOCATION TO COUNTY DEPARTMENTS

DEPARTMENT	PROJECT DESCRIPTION	AMO	UNT
Chief Executive Office	Management and Administration; EMG CSTI Training (Terrorism, Emergency Management Concepts, Recovery from Disasters, Emergency Planning, FEMA Public Information Basics); OA Regional Hazard Mitigation Project Support Services; OA Crisis Information Management Services; OA Crisis Information Management Licenses; OA Emergency Operations Center AV Equipment	\$	999,340
Fire	USAR Equipment; All Hazards Training	\$	87,589
Health Services	Emergency Medical Services Facility Lease	\$	152,163
Medical Examiner	Mobile Radios	\$	104,458
Public Health	Bioterrorism Equipment; Electric Pallet Jacks; Storage Equipment	\$	48,936
Registrar- Recorder/County Clerk	Cybersecurity Equipment	\$	284,444
Sheriff	EOB Maintenance and Sustainment; Ballistics Equipment; Cameras; Search and Rescue Equipment; EOC Software Maintenance; Analytical and Investigative Subscription Services; Counterterrorism Training; Vessel Maintenance; SkyTrac System Equipment; Critical Infrastructure Maintenance Equipment; SkyPole Devices; Ballot Transportation Equipment	\$	1,212,322

TOTAL \$ 2,889,252