Agenda Item No. E-4

DATE SUBMITTED	September 15, 2017	COUNCIL ACTION	(✓)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Acting Deputy Chief Leonard J. Barra	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED		ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	(✓)

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: **Imperial Valley Drug Coalition LECC MOU**

DEPARTMENT INVOLVED: Police Department

BACKGROUND/SUMMARY: Imperial Police Department is requesting the approval of the Memorandum of Understanding (MOU) between the Imperial Police Department and the Imperial Valley Drug Coalition Law Enforcement Coordination Center (IVLECC). The MOU is the same from previous years except for the following changes:

- Calexico Police Department will not participate with the coalition.
- Imperial Valley Border Enforcement Security Task Force will be part of the coalition.
- Imperial Valley Street Interdiction Team will be under the Imperial County Narcotic Task Force.
- Information Technology Assistant will be under the direction of the IVLECC Director.

FISCAL IMPACT: NONE F.O. INITIALS_____

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION: MANAGER'S INITIALS_____

MOTION:

SECONDED:	APPROVED	( )	REJECTED	( )
AYES:	DISAPPROVED	( )	DEFERRED	( )
NAYES:				
ABSENT:	REFERRED TO:			

IMPERIAL VALLEY DRUG COALITION
LAW ENFORCEMENT COORDINATION CENTER

MEMORANDUM OF UNDERSTANDING

JULY 1, 2017/JUNE 30, 2020

IMPERIAL VALLEY DRUG COALITION
LAW ENFORCEMENT COORDINATION CENTER
MEMORANDUM OF UNDERSTANDING
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IMPERIAL VALLEY DRUG COALITION

LAW ENFORCEMENT COORDINATION CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) outlines the parameters for the participating law enforcement agencies (LEA) listed in Section Seven of this document as to collocation, administration, sharing and flow of information in a High Intensity Drug Trafficking Area (HIDTA) multi-agency, counter-narcotic operational, and intelligence environment within the Imperial Valley Drug Coalition (IVDC), Law Enforcement Coordination Center (LECC).

I. Introduction

There is a recognized need for the law enforcement agencies collocated at the Imperial Valley Drug Coalition, Law Enforcement Coordination Center to share appropriate intelligence information thereby promoting efficient and effective multi-agency counter-drug enforcement efforts in the Imperial Valley Drug Coalition area of operation (AO). The IVDC LECC will house two mutually supporting divisions the Operations Division and the Intelligence Division. The IVDC LECC will house HIDTA initiative intelligence and enforcement teams assigned to Imperial County. The Imperial Valley Drug Coalition (IVDC) will assign an Executive Director to manage the Operations Division and work with the Intelligence Division manager in the coordination of the activities of the Intelligence Division of the IVDC LECC. The IVDC will assign a Criminal Intelligence Specialist (CIS) Supervisor (CADFY) to manage the Intelligence Division. The established IVDC Executive Board will govern the IVDC LECC and when appropriate coordinate with the San Diego/Imperial HIDTA. Utilizing the manpower and material resources of the IVDC LECC, the counter-drug enforcement, interdiction, investigative and prosecutorial capabilities of agencies at the federal, state, and local levels will be enhanced.

II. Mission

The mission of the IVDC LECC is to provide a facility to house HIDTA initiative intelligence and enforcement teams assigned to Imperial County to comply with HIDTA collocation requirements and to actively coordinate intelligence, interdiction, investigation and prosecution assets to detect, disrupt and dismantle major drug trafficking organizations (MDTO) utilizing the U.S./Mexico border and the ports of entry, as well as local narcotic trafficking organizations, within the Imperial Valley Drug Coalition AO. This mission statement addresses the San Diego/Imperial HIDTA desired outcome strategy of fully coordinating enforcement operations along the U.S./Mexico border, in conjunction with adjacent HIDTA initiatives, to disrupt and dismantle significant MDTO and cause an increase in the cost of business to drug traffickers. The execution of the mission will be guided by the principle that the key to effectiveness is the development and maintenance of the freest possible flow of information and intelligence sharing between participating agencies.

III. Membership

The IVDC is comprised of federal, state, and local law enforcement agencies that are currently members of the IVDC, to include those agencies eligible for HIDTA funding and that provide support to the IVDC.

The IVDC Executive Board, comprised of member agencies that are signatory members of this document, governs and provides guidance/direction as it pertains to overall functions, funding/budgeting issues, staffing and other related matters for the IVDC LECC. The IVDC Executive Board will meet on a monthly basis at least ten times a year with all member agencies to facilitate a forum to discuss and provide guidance to the IVDC LECC. Executive Board members and their invited guests will be allowed to attend the IVDC Executive Board meetings. Any new members or changes to this MOU will be determined by a majority of vote of the IVDC Executive Board.

A minimum of 51 % of the membership is required to constitute a quorum for the purposes of conducting a vote. Roberts "RULES of ORDER" will be used as a guideline to conduct executive board meetings. The Executive Board will elect a chairman and a vice-chairman to direct the meetings. The chairman will hold the position for one year with the option of one additional year if agreed upon by the Executive Board. The vice-chairman will assume the position of the chairman upon the termination of the term of chairman. The chairman and vice-chairman positions must be held by one state or local agency and one federal agency.

The Imperial County Narcotic Task Force (ICNTF) Executive Board will monitor and make recommendations to the IVDC Executive Board regarding the management and administration of the ICNTF. The ICNTF Executive Board will consist of members identified within their respective MOU's.

Imperial Valley Drug Coalition Executive Board Members

Brawley Police Department

Bureau of Land Management

California Highway Patrol (CHP)

California Department of Corrections and Rehabilitation

Drug Enforcement Administration (DEA)

El Centro Police Department

Federal Bureau of Investigation (FBI)

Imperial County District Attorney's Office

Imperial County Probation Department

Imperial County Sheriff's Office

Imperial Police Department

United States Attorney's Office

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

United States Bureau of Customs and Border Protection, Border Patrol (CBP/USBP)

United States Bureau of Customs and Border Protection, Port of Entry (CBP)

United States Homeland Security Investigations (HSI), SAC San Diego

United States Forest Service (USFS)

United States Marshals Service (USMS)

IV. Operations Division and Intelligence Division

The IVDC LECC is the principal coordination element of the Imperial Valley Drug Coalition and is organized, staffed, and equipped to assist in the planning, coordination and facilitation of multi-agency counter-drug special/regional enforcement operations targeting all DTOs operating within the IVDC area of operation. The IVDC LECC provides direct coordination with adjacent HIDTAs and other supporting initiatives along the southwest border.

The Executive Director of the IVDC LECC, shall provide oversight of the IVDC LECC. The Executive Director, as directed per the Memorandum of Understanding (MOU), will have management of the LECC "Operations Division" as defined in Section IV. (A), of the IVDC LECC MOU, which consists of one (1) Operations Chief, one (1) Information Technology (IT) Network Administrator, one (1) IT Desktop Assistant, one (1) Crime Prevention/Training Coordinator, and one (1) Administrative Assistant; and any subsequently assigned staff member(s). The Executive Director will oversee the preparation of the LECC budget, facility administration, long term planning, and shall assist each participating agency commander of the IVDC in all matters of logistics and support as well as maintain an effective counter-drug initiative within the HIDTA guidelines. The Executive Director acting in his/her capacity shall provide direct supervision and management oversight over his/her staff only.

The Operations Division and Intelligence Division will work together as mutually supporting elements. The supervisors of each division will coordinate efforts as they pertain to the IVDC LECC to demonstrate a functional counter-drug initiative.

A. Operations Division Responsibilities

The Operations Division in coordination with the participating agencies will be responsible for the conduct of deliberate planning and coordination of multi-agency, counter-drug special/regional enforcement operations; conducted in support of the IVDC counter-drug strategy. The Operations Division, in conjunction with the Intelligence Division, will develop, refine and coordinate plans and strategies through self-initiation and/or by request from member agencies of the IVDC.

The Operations Division will, in part, consist of the Imperial County Narcotic Task Force (ICNTF), DEA Imperial Valley Major Mexican Traffickers (IVMMT) HIDTA Task Force and HSI Border Enforcement Security Task Force (BEST) are all collocated at the IVLECC. The HSI Internet Crimes Against Children Task Force (ICAC) and the Imperial County Gang Intelligence Coalition (ICGIC) also coordinate and share information with the Operations and Intelligence Divisions. Consistent with the missions of the ICNTF priority of service will be given to local agency concerns and drug abuse/trafficking issues. For further information refer to the memorandums of understanding regarding the structure and management of the ICNTF.

Direct management of the activities of the Operations Division will be the responsibility of the IVDC/LECC Executive Director. The duties of the IVDC/LECC Executive Director are outlined below, but not limited to the following:

- Assist in coordination and facilitation of multi-agency counter-drug enforcement efforts based on intelligence received from the Intelligence Division, requests from member agencies, or at the direction of the IVDC Executive Board.
- Summarize and present proposed counter-drug strategies, plans, and courses of action of the IVDC Executive Board.
- Coordinate and facilitate multi-agency counter-drug enforcement efforts based on intelligence received from the Intelligence Division, requests from member agencies, or at the direction of the IVDC Executive Board.
- Prepare and present proposed counter-drug strategies, plans, and courses of action to the IVDC Executive Board.
- Responsible for the scheduling and conducting Initial Planning Conferences (IPC), Final Planning Conferences (FPC), and presentations on behalf of the Operations Division.
- Promote and conduct on-site liaison visits with member agencies.
- With assistance of the Operations Chief, prepare and manage a budget for the IVDC LECC.
- The IVDC LECC Executive Director will ensure an "open line of communication" and coordination between the Operations Division and supervisors of the IVDC LECC Intelligence Division to promote information and data sharing.
- The IVDC LECC Executive Director will be familiar with HIDTA policies and procedures pertaining to funding, purchasing, and equipment accountability. The IVDC LECC Executive Director will become familiar with purchasing policies and procedures of member agencies (local, state, and federal levels).
- The IVDC LECC Executive Director will ensure that all HIDTA funding matters as they relate to the IVDC LECC Initiative are presented to the IVDC Chairman

or IVDC LECC Executive Board for approval prior to sending any HIDTA funding request to the San Diego/Imperial HIDTA Executive Committee for review and approval.

- The IVDC LECC Executive Director will ensure executive level meetings and briefings are scheduled and that agendas are properly prepared in a timely manner so that IVDC LECC Executive Board members have sufficient notice on pertinent matters.
- The IVDC LECC Executive Director will support the IVDC LECC Executive Board in ensuring effective fiscal and administrative management of the LECC.

B. Intelligence Division Responsibilities

The Intelligence Division, managed by the IVDC LECC Intelligence Supervisor, in conjunction with the Drug Enforcement Administration (DEA) Intelligence Supervisor will collect, analyze, coordinate, and disseminate information to law enforcement agencies for their use to interdict and investigate illicit drug smuggling and trafficking, money laundering, and other criminal activity associated with drug trafficking within the IVDC AO. This will be accomplished through a collaborative effort with the IVDC member agencies, and other federal, state and local law enforcement agencies within the IVDC to include participation by those agencies having border responsibility as well as law enforcement agencies having responsibility for domestic drug investigations in the interior of Imperial County. The Intelligence Division will support the intelligence processing and analytical needs of the Operations Division investigative personnel. Direct management of the activities of the Intelligence Division will be the responsibility of the IVDC Intelligence Supervisor assigned to the IVDC LECC, with the advice and assistance of the DEA Intelligence Group Supervisor assigned to the IVDC LECC. The responsibilities of the IVDC LECC Intelligence Supervisor are outlined below, but not limited to the following:

- Coordinates intelligence activities with assigned DEA supervisor.
- Exercises supervisory oversight of personnel assigned to the Intelligence Division in coordination with the assigned DEA supervisor.
- Responsible for day-to-day operations of Intelligence Division.
- Coordinate requests for investigative assistance by participating agencies.
- Prepare and present proposed intelligence reports, presentations, and courses of action to the IVDC Executive Board.
- Provide tactical intelligence support and post seizure analysis for multi-agency counter-drug operations coordinated by the IVDC LECC Operations Division.
- Provide investigative support for on-going investigations as requested by member agencies.
- Prepare intelligence products on drug trafficking trends, pattern analysis, and threat assessments.
- Serve as recipient of, and repository for, local law enforcement agency drug trafficking information.
- Ensure that intelligence collections and sharing is an on-going and continuous process.

- Communicates and coordinates with the Executive Director to ensure coordination with the Operations Division and support the overall operation of the IVDC LECC.

C. Organizational Chart (see Attachment A)

V. Funding

Funding for the IVDC LECC will be provided by and through San Diego/Imperial HIDTA and the Southwest Border HIDTA Initiative contingent on the availability of funding from the Office of National Drug Control Policy (ONDCP).

The proposed budget for the IVDC LECC will be prepared each year by the IVDC LECC Executive Director for the ensuing fiscal year for approval by the IVDC Executive Board and approval of the San Diego/Imperial HIDTA Executive Board and ONDCP. The IVDC LECC Executive Director will provide assistance/support to HIDTA funded member agencies in the management of their respective budgets. All other budgetary issues will be submitted through and approved by the IVDC Executive Board as it pertains to HIDTA funding for the IVDC LECC facility/initiative. All budget management and requests for HIDTA funding will adhere to the policies and procedures set forth by ONDCP. All personnel expenses not provided for by the IVDC LECC budget will be the responsibility of the respective member agencies.

All funding for the ICNTF, IVMMT, BEST, ICAC and ICGIC unless specifically outlined in the IVDC LECC budget, will be the responsibility of those individual programs as enumerated in their respective memorandums of understanding and annual budget proposals.

VI. Operating Guidelines and Procedures

A. Operations – The IVDC LECC will operate according to guidelines established in the current IVDC LECC MOU as agreed upon by the IVDC Executive Board. Changes to these guidelines must be approved by the IVDC Executive Board.

B. Intelligence and Information Dissemination – All tactical and actionable intelligence and information developed within or generated by the Intelligence Division remains the property of the agency from which it was obtained. The Imperial County IVDC LECC Intelligence Supervisor will be the primary intelligence coordinator and manager of the Intelligence Division. Each participating agency will control the dissemination of their information in accordance with the originating agency's established disclosure procedures. Access and/or release of sensitive information will be based on a need-to-know basis and the recommendations of the originating agency. The Intelligence Division must obtain permission from the controlling agency prior to the disclosure of information outside the IVDC LECC.

C. Security – The Security Officer for the IVDC LECC is assigned by DEA, Imperial County District Office (ICDO) and will be assisted by the IVDC LECC Operations Chief and Executive Director.

Personnel assigned/collocated in the IVDC LECC at a minimum, must have a security clearance level appropriate to their employing agency and sufficient to allow them access to law enforcement sensitive information. Personnel requiring access to classified information must have the appropriate security clearance based on a current background investigation required for access to that information. As necessary, background checks will be conducted by agencies collocated in the IVDC LECC on those personnel requiring access to classified information.

1. General

a. The IVDC LECC is designed and constructed to safeguard personnel, information, and sensitive law enforcement operations. This facility will meet or exceed DEA security requirements. To defend against physical intrusion, the perimeter of the building will be equipped with an Intrusion Alarm Detection System. This system will be monitored on a 24-hour basis by a qualified security company. In case of an activated alarm at the IVDC LECC, the Imperial Police Department will respond to the building to ascertain the cause of the alarm. Each time an alarm is activated, the monitoring facility will notify a designated IVDC LECC staff member (a call-out list is provided to the monitoring facility) and that person will coordinate until the cause of the alarm has been identified and resolved.

b. All personnel assigned to/collocated in the IVDC LECC are required to properly store all files, documents, and data storage disks in a secure place within their office space, workstation, or designated secure file storage container. Personnel assigned to/collocated in the IVDC LECC will clear all documents from their desks and will lock all storage compartments at the end of each workday. All file cabinets and safes will also be inspected to ensure they are closed and locked.

c. The IVDC LECC will store law enforcement sensitive and classified materials in approved storage containers. Access to those containers will be restricted and the containers will remain locked when not under the control of authorized and properly cleared personnel.

d. The IVDC LECC will not maintain any classified material in this facility, unless properly stored in accordance with the respective agency's policies and procedures for storage of said classified material.

e. Operations at the IVDC LECC are to be kept confidential by personnel assigned to/collocated in the IVDC LECC and participating agencies at all times.

f. Security violations will be written in a security logbook maintained by the IVDC LECC Security Officer. The IVDC LECC Executive Director and the IVDC Executive Board will be notified in writing of the security violation (s). All written notifications will include a course of action to remedy the violation (s). Corrections of violation (s) will be noted in writing.

2. Secured Area within the IVDC LECC

a. Entry into the IVDC LECC facility and various doors within are controlled through the use of proximity card readers. These cards and the computerized access are the responsibility of the IVDC LECC Security Officer and the IVLECC Operations Chief. All personnel assigned to/collocated in the IVDC LECC will be issued a proximity card with the proper access level agreed upon by the IVDC LECC Executive Director, the IVDC LECC Security Officer in consultation with the IVLECC Operations Chief, and the personnel's parent agency. Individuals who are not assigned to/or collocated at the IVDC LECC, but who still require access, will receive limited access, on a case-by-case basis, upon approval of the IVDC LECC Executive Director and the individual's parent agency. It will be the responsibility of the IVDC LECC Security Officer in consultation with the IVLECC Operations Chief and the IVDC LECC Executive Director (or his/her staff appointed designee) to maintain a log of personnel and their respective accessibility levels.

b. The doors leading from the Operations Division to the Intelligence Division will be accessible through proximity card readers at all times when the IVDC LECC facility is being occupied by authorized personnel to allow for evacuation/escape during fire, earthquake, or any other emergency requiring evacuation of this facility.

c. A secure datacenter room contains separate, agency-specific securable rack, enclosures to house each agency-specific networking equipment, which will only be accessible to those personnel cleared and authorized by their parent agency to have access to that agency specific secure enclosure. Each secure enclosure contains a separate locking device to be controlled by that specific agency and the IVDC LECC Security Officer. Only those personnel who have specified access will be allowed in this

secured data-center, unless escorted by appropriate authorized personnel. It will be the responsibility of the IVDC LECC Security Officer and the IVDC LECC Executive Director (or staff appointed designee) to maintain a log of personnel and the systems to which access has been authorized.

3. Personnel Security

   a. The IVDC LECC Administrative Assistant under the guidance of the IVDC LECC Executive Director (or staff appointed designee) will be responsible for the monitoring of the general lobby area for visitors to the IVDC LECC facility. The Administrative Assistant will review the credentials of all law enforcement officials/personnel visiting the IVDC LECC. All non-law enforcement visitors will be required to produce a valid driver's license with a photograph, military identification card, or other acceptable photo identification. The Administrative Assistant will ensure the visitor fills out the visitor logbook, issue the appropriate visitor's badge, and notify the appropriate collocated personnel that a visitor is in the lobby.

   b. The IVDC LECC will issue (3) three different types of identification badges. All personnel assigned to/collocated in the IVDC LECC will be issued a proximity card containing their photo and name. All personnel assigned to/collocated in the IVDC LECC are required to display this proximity card at all times while in the IVDC LECC facility. Personnel assigned to/collocated in the IVDC LECC are responsible for the safe keeping of the issued proximity card and will report loss or damage of the proximity card to the IVDC LECC Security Officer or IVLECC Operations Chief who will report the loss to the IVDC LECC Executive Director at the earliest reasonable time. Visitors to the IVDC LECC will be issued either a green visitor pass (No Escort Required) or a red visitor pass (Escort Required). If an individual is discovered in the IVDC LECC facility without one of the aforementioned identification badges, they will be escorted to the reception (lobby) area to determine their status and ensure they are either issued the appropriate identification badge or escorted from the premises.

   c. It is the responsibility of all personnel assigned to/collocated in the IVDC LECC to ensure that any visitor accompanying them obtain the proper visitor identification badge before entering the facility.

VII. Participating Agencies

It is understood and agreed upon, personnel assigned to/collocated in the IVDC LECC Operations and Intelligence Divisions by signatory law enforcement agencies of this document will be tasked with agency specific duties. In order for the Operations and Intelligence Divisions to accomplish their missions, personnel assigned to/collocated in IVDC LECC should provide a significant portion of their work time to the accomplishment of each division's mission. Collocated personnel who will experience time periods of significant absence from their IVDC LECC job duties should coordinate these absences with their IVDC LECC Supervisor, as well as their parent agency.

With the above in mind, personnel assigned to/collocated in the IVDC LECC will be assigned to different sections of the Operations Division or Intelligence Division to assist with IVDC LECC related projects and will be supervised by the Division or Task Force Supervisor in which they work. The parent agency in coordination with the respective IVDC LECC Supervisor will continue to supervise agency specific projects, policies, procedures, assignments, agency-specific administrative process, disciplinary matters, and appraisals.

A. General

1. The primary focus of the IVDC is the area adjacent to and along the Southwest U.S./Mexico border with particular emphasis on the smuggling, trafficking, and distribution of illegal drugs in the IVDC AO in Southern California. It is clearly understood that any IVDC member law enforcement agency with a valid, verified requirement for service of the IVDC LECC Operations Division or Intelligence Division shall be provided with support and assistance when resources are available. The exception will be internal affairs investigations which should be conducted by the parent agency and will not be conducted at the IVDC LECC.

2. Participation in the IVDC includes law enforcement agencies in the IVDC area of responsibility with active primary or secondary counter narcotics missions or an identified mission to combat other criminal activity associated with drug trafficking. Participation in the IVDC LECC will require, along with the aforementioned, a requirement that the agency desiring to assign/collocate personnel or enforcement teams in the IVDC LECC facility be a signatory of this document.

3. Any special requests for investigative support beyond the scope of the IVDC LECC mission may be approved by the IVDC LECC Executive Board.

B. Participants

Federal, state, and local law enforcement agencies with a vested participatory interest, based on an identified primary or secondary counter-drug enforcement mission, or an identified mission to combat other criminal activity associated with drug trafficking are considered eligible to participate in the IVDC and assign personnel to/collocate in the IVDC LECC in either the Operations Division or Intelligence Division as signatories of this document.

Brawley Police Department

Bureau of Land Management

California Highway Patrol (CHP)

California Department of Corrections and Rehabilitation

Drug Enforcement Administration (DEA)

El Centro Police Department

Federal Bureau of Investigation (FBI)

Imperial County District Attorney's Office

Imperial County Probation Department

Imperial County Sheriff's Office

Imperial Police Department

United States Attorney's Office

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

United States Bureau of Customs and Border Protection, Border Patrol (CBP/USBP)

United States Bureau of Customs and Border Protection, Port of Entry (CBP)

United States Homeland Security Investigations (HSI), SAC San Diego

United States Forest Service (USFS)

United States Marshals Service (USMS)

The California Army National Guard and Civil Air Patrol although not signatories to this MOU are operational assets in the IVDC LECC due to their individual counter-drug missions.

VIII. Structure/Functions

The IVDC LECC will house two distinct and mutually supporting Divisions:

A. Operations Division

Upon request from a participating agency of the IVDC or a law enforcement agency with a verified requirement for the services of the IVDC LECC the Operations Division will assist in detailed planning, coordinated interdiction operations, and enforcement support for proactive investigative operations based on information developed from the Intelligence Division and information received from the requesting agency. The requesting agency and the IVDC LECC Executive Director will determine the manner in which resources will be employed most effectively to meet the requirements of the requesting agency and will ensure compliance with guidelines of the IVDC LECC MOU. The requesting agency may provide information developed from investigations or interdiction operations to the Intelligence Division for further analysis.

B. Intelligence Division

Upon request from a participating agency of the IVDC or a law enforcement agency with a verified requirement for the services of the IVDC LECC Intelligence Division, the Intelligence Division will provide investigative, tactical/post seizure, and strategic analytical support or intelligence products to the requesting agency. Investigative support will include telephone analysis (pen register/wire taps), document analysis and exploitation, prosecution preparation, and case briefings. The Intelligence Division will provide tactical support and post seizure analysis for interdiction and narcotic investigation operations by conducting database checks, preparing target folders, and analyzing seized documents. Any investigative leads developed as a result of the post seizure analysis will be disseminated to the appropriate agency for possible further action. The Intelligence Division will provide strategic intelligence products to include drug trafficking trends, patterns and threat assessments. The Intelligence Division will provide a post seizure analysis as requested by member agencies on a significant arrest or seizure. The IVDC LECC Intelligence Division Supervisor will assign, in consultation with the DEA Intelligence Supervisor, an analyst(s) to support each request and supervise the processing and dissemination of the agency specific information in accordance with the regulations of the requesting agency. The Intelligence Division will be responsible for providing relevant intelligence information derived from investigative support activities and from other intelligence activities to the Operations Division as permitted by the contributing agency for use in the enhancement of law enforcement counter drug efforts.

1. Information Management/Dissemination

   a. The IVDC LECC Operations and Intelligence Divisions personnel assigned to support federal, state, and local agencies will process requests

for information (operational or intelligence). The IVDC LECC Executive Director will define the scope and determine the appropriate response to fulfill these requests. The Intelligence Division will coordinate with the San Diego Law Enforcement Coordination Center (SDLECC) to provide intelligence database checks based on non-availability of local law enforcement databases. The SDLECC Watch Center will provide all target and event de-confliction services. All investigative personnel assigned to the IVDC LECC and IVDC LECC Task Force personnel will be required to utilize the SDLECC for operational event and investigative target de-confliction.

b. All information handled through, and at, the IVDC LECC Intelligence or Operations Divisions will be processed in compliance with each agency's rules and regulations governing the processing and dissemination of agency-specific information. To protect against the unauthorized disclosure or dissemination of information, no information will be released without the permission of the agency proprietor of said information.

c. Each participating law enforcement agency that is a signatory of this MOU will be required to participate in the established IVDC LECC MOU outlining the SDLECC Watch Center de-confliction services.

d. Any agency/organization that would like to implement an information technology project at the IVDC LECC must submit an Information Technology (IT) Project Proposal to the IVDC LECC Executive Director for review and final approval. The IVDC LECC Executive Director will review the IT Project Proposal with the Information Technology Network Administrator to ensure that the project is feasible, well planned, adequately funded, and to assess the impact of the project on the IVDC LECC IT infrastructure. IT Projects will not be executed at the IVDC LECC without written approval from the IVDC LECC Executive Director.

The IT project proposal must include the following elements:

<u>Project Description</u>

<u>Project Purpose and Objectives</u>

<u>Project Management Overview</u>

<u>Project Scope</u>

<u>Risks</u>

<u>System Security</u>

Project Budget Summary

IX. Facilities, Equipment, and Services

The participating agencies shall occupy the building (currently leased), that has a common address of 2417 La Brucherie Road, Imperial, California and located on the Imperial County Assessor's Parcel Number 043-770-20-01. This building is known as the Imperial Valley Drug Coalition Law Enforcement Coordination Center.

A. Facilities – The Imperial County Sheriff's Office, through the County of Imperial, leases the facility that houses the IVDC LECC from the Imperial Industrial Group. The facility consists of approximately 32,000 square feet and includes adequate secure parking. Funding for the IVDC LECC will be provided by and through San Diego/Imperial HIDTA and the Southwest Border HIDTA Initiative contingent on the availability of funding from ONDCP.

In keeping with the mandate included in the mission statement of the IVDC, the IVDC LECC architectural plan provides a generally open floor plan that ensures the free flow of information between participating agency personnel. The Operations Division and Intelligence Division are housed within the IVDC LECC with specified areas of the Intelligence Division separated physically within the facility to ensure the security of databases, restricted information, security control and network control systems.

B. Equipment - Agency equipment that is brought into the IVDC LECC will be maintained by the issuing agency and any computer related equipment and computer related servers will be approved by the Executive Director after consultation with the Network Administrator. Agency (non-HIDTA) purchased equipment placed in the facility will be reported to the IVDC LECC Operations Chief and will be added to a separate on-site equipment inventory. Equipment that is purchased by the IVDC LECC with HIDTA funds for the common use of personnel assigned to/collocated in the IVDC LECC will be maintained through funding provided by the overall annual HIDTA budget for the IVDC LECC.

The IVDC LECC Operations Chief under the direction of the IVDC LECC Executive Director will be responsible for maintaining an up-to-date inventory of equipment purchased with HIDTA funding or any other funding for the IVDC LECC. The IVDC LECC Operations Chief will have direct oversight of any service agreements purchased with HIDTA funding or any other funding for the IVDC LECC. The IVDC LECC Executive Director, Operations Chief, or their assigned designee, will be the only point of contact for service and repair calls placed from the IVDC LECC.

C. Services - Most services for the IVDC LECC such as facilities rent, janitorial services, utilities, and maintenance will be funded by HIDTA through the IVDC LECC HIDTA budget. The basic service for telephones, including long distance

services, installation of additional lines, and telephone equipment will be funded by HIDTA through the IVDC LECC annual budget.

X. Lease of Building Improvement Thereto

A. Under this MOU each participating agency, to the extent permitted by federal (the Federal Tort Claims Act and the Anti-Deficiency Act) or state law, assumes financial responsibility for damage caused, occasioned, or contributed to in whole or in part, by any action, omission, fault or negligence, whether active or passive of the participating agency, its officers or employees in connection with or incident to its authorized use and occupation of the building, common areas, and parking areas leased by the Imperial County Sheriff's Office through the County of Imperial and serve as the IVDC LECC, unless the same be caused by the sole negligence or willful misconduct of another participating agency.

B. Notwithstanding Section X (A), in the event that more than one participating agency is held negligently or willfully responsible, those participating will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees. The tort liability of Federal agencies are limited by the Federal Tort Claims Act and does not permit indemnifications.

C. In the event the Imperial County Sheriff's Office through the County of Imperial's lease of the property identified in Section IX (A) of this document, is terminated within the first five years of its term, the cost of any specially requested tenant improvements to the LESSOR, but requested by a participating agency, shall be repaid to the LESSOR (their successors or assigns, if applicable) by the participating agency who requested the improvements. The repayment amount shall not exceed the un-amortized Tennant Improvement Budget set forth under the 1999 HIDTA grant. For any participating agency to be responsible for improvements, the participating agency must have requested the improvement in writing.

D. It is understood and agreed by participating agencies that no other entity or agency shall be permitted to utilize the IVDC LECC facility, unless and until said entity or agency becomes a signatory to this MOU and obtains approval of the IVDC Executive Board.

XI. Termination of Agreement

A. As a signatory to this MOU, it is understood by all parties to be of a voluntary nature. Any signatory (agency) may withdraw their participation (30) thirty-days after providing written notification to the IVDC Executive Board and to other signatories of this agreement. The termination/withdrawal shall be effective upon the thirtieth day following the notification to the IVDC Executive Board, unless a later date is set forth.

B. Not withstanding, in the event that any signatory agency of this agreement chooses to withdraw from the IVDC LECC or is removed from the IVDC LECC, that agency shall remain responsible and liable for any costs and obligations associated with those actions attributed to the withdrawing agency through the effective date of withdrawal/termination as per Section XI (A), including but not limited to their respective obligation pursuant to Section X.

C. The IVDC Executive Board will have the authority to remove participating agencies from the IVDC LECC for any of the following violations of the MOU:

    1. Violations of security per this IVDC LECC MOU brought before the IVDC Executive Board and deemed serious enough by the Board to warrant removal of an agency from the IVDC LECC.

    2. Failure to follow directions of assigned supervisors.

    3. Failure to follow policies set forth in this MOU.

D. In the event that the IVDC Executive Board elects or is forced to remove any participating agency that is a signatory of this document, the IVDC Executive Board will notify that agency in writing of its intent to take such action and such notice shall be provided in accordance with Section XI of this document.

E. The agency receiving notification will have the opportunity to respond in writing within (30) thirty-days of receipt of the initial notice and to appeal the decision of the IVDC Executive Board. The IVDC Executive Board will make a final decision within thirty (30 days from the date the appeal is submitted.

F. Access to the IVDC LECC by the agency being removed will terminate immediately upon notification by the IVDC Executive Board as outlined in Section XI. Any items considered the property of, and issued by, the IVDC LECC to the agency's personnel assigned to/collocated in the IVDC LECC shall be returned immediately to either the Intelligence Division IVDC LECC Intelligence Supervisor or the appropriate Operations Division Task Force Supervisor to which the agency's personnel were assigned. Items are to include the assigned proximity/access card and key, which will ultimately be recovered by the IVDC LECC Security Officer, Operations Chief, or Executive Director.

G. The agency being removed shall be responsible for any and all costs incurred in the removal of any proprietary equipment owned by said agency being removed and shall complete the removal process within (15) fifteen-days of the final decision made by the IVDC Executive Board or earlier if the agency chooses to do so.

H. Access to the facility may be reinstated if the IVDC Executive Board decides in favor of the appealing agency as outlined in Section XI (E).

XII. Notices

A. Any notice by any signatory/participating agency of this MOU or the IVDC Executive Board to any other agency shall be personally delivered to the participating agency or sent by certified mail, return receipt requested, to the address appearing below in Section XVI of each participating agency's signature block in this MOU.

B. Any signatory/participating agency of this MOU may change its address for notice by providing written notification to the IVDC Executive Board and to the other signatory agencies of this document.

C. Notices shall be deemed effective on the date of personal service or confirmed date of delivery as set forth on the certified mail return as applicable.

XIII. Authority

Each of the individuals executing this MOU on behalf of his/her respective agency represents and warrants that:

A. He/She is duly authorized to execute and deliver this MOU on behalf of the participating agency as applicable.

B. Such execution and delivery on behalf of the participating agency is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws, resolutions or MOU of the participating agency, if applicable.

C. Such execution and delivery on behalf of the participating agency is duly authorized by the legislature and executive of the participating agency and is within the power and authority of the signatory as granted by such body or executive of the participating agency.

D. This MOU is binding upon the respective parties in accordance with its terms.

E. This MOU may be executed in counterparts.

F. The term of this MOU shall be in effect from July 1, 2017 to June 30, 2020.

XIV. Nondisclosure Clause

All participating agencies will comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the American With Disabilities Act (as incorporated in the Civil Rights Act of 1991), and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (28 C.F.R., Part 42, Sub-parts C, D, and F) issued pursuant to Title VI relating to discrimination of the grounds of race, color, creed, sex, age or national origin, handicap, and equal employment opportunities.

XV. Respective Responsibilities

To the extent permitted by federal or state law, each participating agency of the IVDC LECC shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the service and activities of those officers while participating in the IVDC LECC. Personnel assigned to the IVDC LECC shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as federal agents or peace officers in their own jurisdictions.

XVI. Signatures

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Kelly Brown

Acting Chief of Police

Brawley Police Department

351 Main Street

Brawley, California 92227

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Eddie Madueño

Chief of Police

El Centro Police Department

150 North 11th Street

El Centro, California 92243

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

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Jim Abele

Chief

California Highway Patrol

Border Division

9330 Farham Street

San Diego, California 92123

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Jamie Saylor

Acting Parole Administrator

California Department of Corrections and Rehabilitation

765 Third Avenue Suite 200

Chula Vista, California 91910

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

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William Sherman

Special Agent in Charge

Drug Enforcement Administration

San Diego Field Division

4560 Viewridge Avenue

San Diego, California 92123

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Kynan Barrios

Special Agent in Charge

Bureau of Land Management, Region 1

2800 Cottage Way

Sacramento, CA 95825

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

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Eric S. Birnbaum

Special Agent In Charge

Federal Bureau of Investigation

10385 Vista Sorrento Parkway

San Diego, California 92121

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Gilbert G. Otero

District Attorney

Imperial County District Attorney's Office

939 West Main Street

El Centro, California 92243

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Dan Prince

Chief Probation Officer

Imperial County Probation Department

324 Applestill Road

El Centro, California 92243

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Raymond Loera

Sheriff

Imperial County Sheriff's Office

328 Applestill Road

P.O. Box 1040

El Centro, California 92244

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

Leonard Barra

Acting Chief of Police

Imperial Police Department

424 S. Imperial Avenue

Imperial, California 92251

Alana Robinson

Acting United States Attorney

United States Attorney's Office

880 Front Street, Room 6293

San Diego, California 92101

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

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Eric D. Harden

Special Agent in Charge

Bureau of Alcohol, Tobacco, Firearms and Explosives, Los Angeles Field Division

550 North Brand Blvd Suite 800

Glendale, California 91203

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Rodney Scott

Chief Patrol Agent

U.S. Customs and Border Protection

211 W. Aten Road

Imperial, California 92251

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
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July 1, 2017/June 30, 2020

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David A. Salazar

Port Director

U. S. Customs and Border Protection

200 E. First Street

Calexico, California 92231

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David C. Shaw

Special Agent in Charge

Homeland Security Investigations

United States Immigration Customs Enforcement

185 West "F" Street, Suite 600

San Diego, California 92101

Imperial Valley Drug Coalition
Law Enforcement Coordination Center
Memorandum of Understanding
July 1, 2017/June 30, 2020

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Don Hoang

Special Agent in Charge

United States Forest Service

Law Enforcement & Investigations, Pacific Southwest, Region 5

1323 Club Drive

Vallejo, California 94592

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Steven C. Stafford

United States Marshal

United States Marshal's Service

Southern District of California

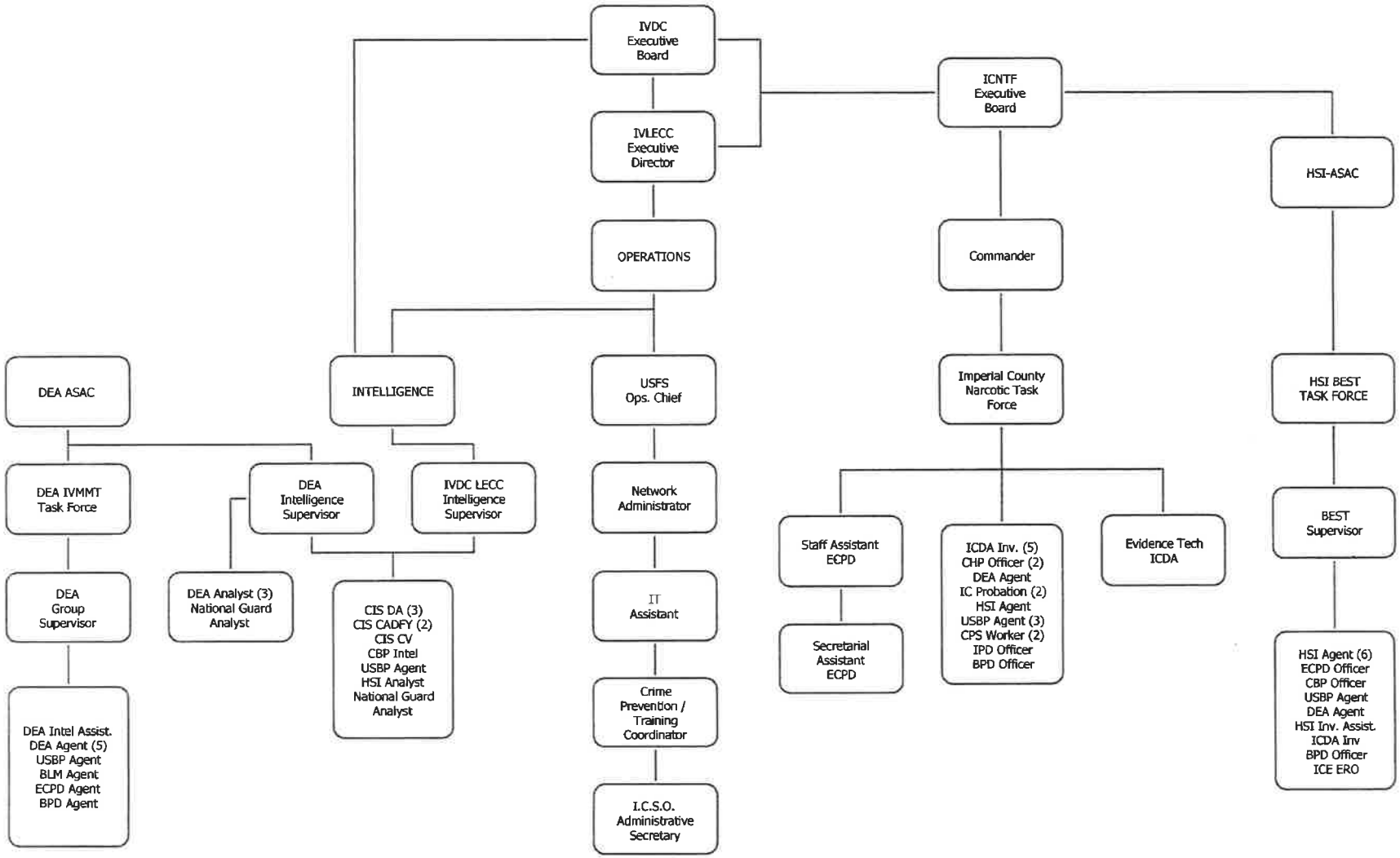
333 W. Broadway, Suite 100

San Diego, California 92111

Attachment A
Re: IVDC LECC MOU
July 1, 2017-June 30, 2020

Imperial Valley Drug Coalition

IVLECC ORGANIZATION CHART



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