

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2018 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

Federal Tax Identification #: 75-6000873

DC #: T-32-

<p>Amount Requested \$ <u>51,940.00</u></p>	<p>OCDETF Investigation/Strategic Initiative #: <u>OCDETF National Gang SI</u></p>
<p>From: <u>June 13, 2018</u> Beginning Date of Agreement</p> <p>To: <u>September 30, 2018</u> Ending Date of Agreement</p>	<p>Federal Agency Investigation #: <u>SI-SW-010-18</u> <u>781016-18-0010</u></p>
<p>Strike Force/Strategic Initiative Name and Address: <u>OCDETF National Gang SI</u></p>	<p>State or Local Agency Name and Address: <u>Collin County Sheriff's Office</u> <u>4300 Community Ave.</u> <u>McKinney, TX 75071</u></p>
<p>Sponsoring Federal Agency (SF only): <u>ATF</u></p> <p>Lead Investigator: <u>SA Jeannette Williamson</u></p> <p>Telephone Number: <u>(469) 340-9177</u></p> <p>Email Address: <u>Jeannette.Williamson@atf.gov</u></p>	<p>State or Local Agency Narcotics Supervisor: <u>Chris Ware</u></p> <p>Telephone Number: <u>(972) 547-5148</u></p> <p>E-mail Address: <u>cware@co.collin.tx.us</u></p> <p>Fax Number: <u>(972) 548-4747</u></p>

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

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

Name: Collin County; Janice Nicholson
 Telephone Number: (972) 548-4732
 E-mail Address: jnicholson@co.collin.tx.us

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

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, FY 2018.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

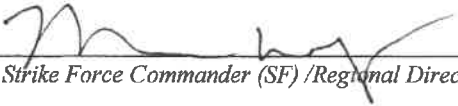
6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or local organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
 - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation.

Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By:  County Judge 6/13/18
Authorized State or Local Official Title Date
Judge Keith Self

Approved By:  Regional Director 6/18/18
Strike Force Commander (SF) / Regional Director (SI) Date

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

Funds Certified: _____
OCDETF Executive Office Date

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: OCDEF National Gang Strategic Initiative

OCDEF Investigation/Strategic Initiative Number: SI-SW-010-18

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

<u>DESCRIPTION</u>	<u>AMOUNT</u>
1. <u>See Attached</u>	<u>\$ 51,940.00</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION

Name: Collin County
Address: 2300 Bloomdale Rd. #3100 McKinney, TX 75071
Taxpayer ID Number: 75-6000873

FINANCIAL INSTITUTION INFORMATION

Bank Name: American National Bank
Nine-Digit ABA Routing Transit Number: 1119-0151-9
Depositor Account Number: 700020035
Type of Account: (checking/savings) Checking

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Janice Nicholson	Telephone Number: (972) 548-4732
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Please return with the Reimbursable Agreement

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

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

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

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

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: _____

OCDETF Investigation/Strategic Initiative Number: _____

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

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	See Attached	\$ 51,940.00
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____

OCDETF STRATEGIC INITIATIVE FUNDING REQUEST
FORM
SOUTHWEST OCDETF REGION

Approval of Strategic Initiative Funding will be subject to
availability of funds.

NOTE: Sponsoring federal agencies should contact the
Southwest Regional Agency Coordinator to determine the type
of funding available.

Please provide:

1. Submission Date: 4/25/2018

2. Federal Judicial District(s): Eastern Judicial District of
Texas

3. Contact Information:
 - a. Name of Sponsoring Federal Agency: ATF
Name of Federal Group Supervisor: Scott Heagney
Phone Number of Group Supervisor: 202-236-7150
Email Address of Group Supervisor:
Scott.Heagney@ATF.gov

 - b. State/Local Narcotics Supervisor: Chris Ware
Phone Number: 214-326-3217
Mailing Address: 4300 Community Ave, McKinney,
Texas 75071
Email Address: cware@co.collin.tx.us

4. Total Amount Requested: \$49,160.00

5 - Covert Trac Stealth 4 (995.00)	\$
4975.00	
Cellular service for trackers (600.00)	\$
3000.00	
6 - Pole Cameras (2765.00)	\$
16590.00	

4 – Ipads (429.00)	\$ 1716.00
3 – Undercover phones (235.00)	\$
705.00	
1 – Undercover computer (900.00)	\$
559.00	
1 – Tru Narc (24395.00)	\$ 24395.00

Total \$ 51940.00

5. Type of proposed expenditure (e.g. overtime, training, operational expenditures)

Five (5) trackers, Six (6) Pole Cameras, Four (4) Ipads to monitor cameras and trackers, three (3) undercover phones, one (1) undercover computer to monitor social media, and one (1) tru narc system

6. Justification

a. Summary of the nature and status of the project:

This investigation began when the local departments came to ATF asking for assistance with a local gang problem. The “gangs” were identified as clicks and had no larger gang affiliation that could be determined. A case was opened as a gang and violent crime investigation involving several shootings, a homicide and two kidnappings as well as narcotics trafficking. The main local narcotics traffickers have been identified, through confidential informants and debriefs, though but no significant purchases or seizures have been made to date. It has been determined that the marijuana is coming from California. This is through interviews that have been conducted with informants and cooperating defendants. This has been preliminarily confirmed in the postal service has packages arriving that are consistent with this, and the pole camera that is currently in use has shown packages consistent with this information. It is believed that the methamphetamine is being shipped into the area, the postal service has located packages that potentially have been identified as these shipments, but further investigation is still needed. The other sources of supply have not been determined yet.

The investigation started with the Krook Lyfe (Kings Reside Over Oppressive Knocks) gang. This gang is tied to several clicks, such as YNS(Yung Nigga Shit), GMB (Get Money Business), RBG (Run Boys Gang),RBN (Real Boss Niggas) , HSM (Hit Squad Mafia), Mac City Boys, YP (Young Playboys) , YNB (Young Boss Niggas/Young Blood Nation) and 703 Sugar Hill. They have now been linked to the Surenos 13 out of California, but further investigation is needed to develop additional links. Besides the acts of violence already mentioned, they have been involved in carjackings, home invasions, burglaries, robberies and thefts of firearms. These events and the gang affiliations have been identified through interviews and the monitoring of social media. The acts of violence and the criminal activity has all been documents through reports. Anytime there is gang related activity, attempts are made to conduct interviews. All of this gang activity occurring in this community has a significant impact on the general population.

These gangs previously mentioned are involved in trafficking Marijuana, PCP, Cocaine, Methamphetamine, and Alprazolam laced with Fentanyl. There have been two occasions when Alprazolam laced with Fentanyl has been recovered. At the time, law enforcement thought that the substances were solely Alprazolam. It was not until the substance was sent to the laboratory that the fentanyl was detected. Additional interviews have been conducted in attempts to determine the source. Currently all confidential sources have been tasked with trying to determine the source of these pills in an effort to keep this substance out of the hands of the unsuspecting public.

The initial financial investigation has begun and four businesses have been identified and being involved in the narcotics trafficking or the laundering of proceeds. One business, a funeral home, is believed to be the source of the PCP but again further investigation is needed. There are approximately thirty (30) subjects

that have been identified. Financial checks on these subjects have been initiated but are in the beginning stages.

- b. Statement of how the requested funds will be used with the itemized expenditures.

The funds will be used to assist in developing the case so that an OCDETF proposal can be submitted. Pole cameras will be installed outside the residences or businesses involved in the narcotics trafficking so that larger narcotics amounts can be attributed to the gang members. Similarly, trackers will be put on targets vehicle so that investigators can follow the flow of narcotics and the currency, helping to identify further assets that can be seized. The trackers will also be utilized to help identify the source of the Fentanyl and the location of the pill press used to combine the Fentanyl and Xanax. The Ipads will be utilized to monitor the pole cameras and the trackers. The undercover phones will be used by Confidential informants and undercover officers to set up deals and may be associated with social media accounts. The computer will be utilized to monitor social media.

This computer will not be associated with any law enforcement accounts. The Tru Narc will be used to assist in the identification of various narcotics in the field, especially the Fentanyl which had been missed on several occasions because when combined with Alprazolam and then pressed, it appears to be Alprazolam pills.

- c. Statement of how the funding will support the specific Strategic Initiative.

The funding will support the initiative, as the local department does not have the equipment needed to support this investigation. This investigation encompasses several cities in Collin County and to allocate all the resources to one case would hamper other investigations. To further the investigation there are multiple targets that need to be surveilled. The

purchase of this equipment will allow law enforcement to monitor the activities of multiple subjects with the personnel on hand.

The ability to develop the additional intelligence that this equipment will provide will be vital in furthering the investigation. It will provide the ability to coordinate the efforts of multiple cities, within the county, that are impacted by this gang activity. These tools will provide the ability to establish connections between these clicks and regional networks.

The funding of this equipment will also provide intelligence that will be used in the identification and seizure of assets at the conclusion of the investigation.

The intelligence gained from pole cameras and trackers will directly relate to proving the link between the narcotics trafficking and residences, vehicles and businesses.

The ability of law enforcement to disrupt this gang activity will have a significant impact on public safety in the affected communities. The gang related activity is currently being developed in individuals in middle school. The ability to disrupt this activity, before it becomes generationally ingrained in the population, will be extremely significant.

- d. If the supplemental funds are requested, the RCG will require additional justification from the sponsoring federal agency.

This form should be submitted by the sponsoring federal agency to the Regional Agency Coordinator. The Southwest Region Coordination Group will review the request for approval. The Regional Coordination Group will work in conjunction with the OCDETF Executive Office on any required pre-approval process.

For additional guidance, please refer to the Regional Strategic Initiative Policy and Procedures for the Southwest OCDETF Region dated July 2015.