



AGENDA STAFF REPORT

ASR Control 23-000349

MEETING DATE: 05/23/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner (Approved)
DEPARTMENT CONTACT PERSON(S): Andrew Stephens (714) 647-1833
 Anthony Benfield (714) 647-7041

SUBJECT: Approve Tactical Support Equipment, Inc. Contract

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
-----------------------------	--	---

Budgeted: Yes **Current Year Cost:** \$1,373,260 **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** Yes
Current Fiscal Year Revenue: N/A
Funding Source: Fund 132: 100% **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: No

RECOMMENDED ACTION(S):

1. Adopt resolution as required by California Government Code Section 53166(c), authorizing the acquisition of cellular site simulator equipment by the Sheriff-Coroner Department and authorizing the Orange County Sheriff’s Department Cellular Site Simulator Usage and Privacy policy.
2. Authorize the County Procurement Officer or Deputized designee to execute the Tactical Support Equipment, Inc. contract for the one-time purchase of Cellular Site Simulator Equipment in an amount not to exceed \$1,373,260, effective upon Board approval.

SUMMARY:

Approval of the Tactical Support Equipment, Inc., contract for the purchase of Cellular Site Simulator, will allow the Sheriff-Coroner Department to provide public safety when deployed as part of a response to emergency situations such as to locate at-risk persons or missing children, or as part of a criminal apprehension effort.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) desires to acquire cellular site simulator technology with Tactical Support Equipment, Inc. (TSE). This technology greatly enhances the Department's efforts to achieve its public safety and policing objectives. Cellular site simulator (CSS) technology relies on the use of cellular site simulators. CSS function by transmitting as a cell tower. In response to the signals emitted by the simulator, cellular devices in proximity of the simulator identify it as the most attractive cell tower in the area and thus transmit signals to the simulator that identifies the device in the same way that they would a networked tower. CSS technology does not capture nor receive any content such as text messages, voicemails, applications, multimedia messages, and the like. It does not have the capability of listening to phone calls.

A CSS receives signals and uses an industry-standard unique identifying number assigned by a device manufacturer or cellular network provider to distinguish between the incoming signals until the targeted device is located. Once the CSS identifies the specific cellular device for which it is looking, it will obtain the signaling information relating only to that particular phone, rejecting all others.

When used in a mass casualty event, the CSS will obtain signaling information from all devices in the simulator's target vicinity for the limited purpose of locating persons in need of assistance or to further recovery efforts. Any information received from the cellular devices during this time will only be used for these limited purposes and all such information received will be purged at the conclusion of the effort in accordance with Orange County Sheriff's Department Sheriff policy. A mass casualty incident is a natural disaster such as an earthquake or fire; a terrorist attack; or any event resulting in imminent loss of life or injury.

By transmitting as a cell tower, CSS acquire identifying information from cellular devices. As employed by Sheriff, this information is limited. CSS employed by Sheriff will be limited to providing only:

- An angular measurement in a spherical coordinate system (Azimuth)
- Signal strength
- Device identifier for the target device when locating a single individual or all device identifiers when necessary, i.e. mass casualty incident.

CSS does not function as Global Positioning System (GPS) locators, as they will not obtain or download any location information from the device or its applications.

CSS used by Sheriff shall not be used to collect the contents of any communication, in accordance with 18 U.S.C. § 3121 (c).

CSS employed by Sheriff shall not capture emails, texts, contact lists, images or any other data contained on the phone. In addition, the CSS shall not be used by Sheriff to collect subscriber account information for example, an account holder's name, address or telephone number.

The authorized purposes for using CSS interception technology and for collecting information using that technology are to:

- Locate missing persons
- Locate at-risk individuals
- Locate victims of mass casualty incidents
- Assist in felony investigations
- Apprehend fugitives

CSS technology may only be used by Sheriff with a search warrant or for an identified exigency, with a concurrent application for a search warrant whenever possible and no later than seventy-two hours after

use. An exigency is defined as an emergency involving the danger of death or serious physical injury to any person. When using CSS technology to assist in an investigation, Sheriff's personnel may only attempt to locate cellular devices whose unique identifiers are already known to law enforcement or to determine the unique identifiers of an unknown device by collecting limited signaling information from devices in the simulator's user's vicinity.

The proposed contract is a sole source contract. TSE is the sole manufacturer and direct distributor of the CSS equipment that incorporates software that allows twelve different radio frequencies to receive and transmit signals through a single antenna. Moreover, TSE, is the sole source provider for support and updates to the proprietary software/firmware originally purchased from TSE to be used by the Investigations Division (Investigations). If the Investigations could not contract with TSE, Investigations would not be able to initiate the CSS equipment in mass fatality events. Instead, it would resort to traditional Investigation practices. Furthermore, without a contract with TSE, any repairs, maintenance and/or updates to the software would not be possible. The proposed contract with TSE is a sole source contract.

Sheriff now requests Board approval of the TSE contract as noted in the Recommended Action. This contract is being submitted for Board approval less than 30 days prior to its effective date due to lengthy negotiations with the contractor. The Orange County Preference Policy (OCPP) does not apply to this sole source contract award. Additionally, TSE is not an Orange County Small Local Business. Through the normal County of Orange vetting process, TSE has had no known name changes within the last seven (7) years. A DUNS report identified no cases involving TSE, but a Westlaw search showed a case from 2008 and a case from 2009. TSE reported that both cases have been completed. TSE also certified that there is no current or prior litigation or claims involving the provision of services similar to this contract or that would impact the TSE's ability to perform services under this contract. Contractor performance has been confirmed to be at least satisfactory. This contract does not currently include subcontractors or pass through to other providers. See Attachment F for the Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner's FY 2022-23 Budget for Fund 132, Sheriff Narcotics Program – Department of Justice. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Draft Resolution
- Attachment B - Contract CT-060-23010257
- Attachment C - Government Code §53166

Attachment D - Title 18 U.S.C. § 3121 (c)

Attachment E - Draft Policy

Attachment F - Contract Summary Form