



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF  
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

30 November 7, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

November 07, 2018

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:

**APPROVAL OF AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR PARTICIPATION IN THE LOS ANGELES HIGH INTENSITY DRUG TRAFFICKING AREA, SOUTHERN CALIFORNIA DRUG TASK FORCE AND AN APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a State and Local High Intensity Drug Trafficking Area Task Force Agreement (Agreement) for continued participation in the Los Angeles High Intensity Drug Trafficking Area (LA-HIDTA), Southern California Drug Task Force (SCD Task Force) Program funded by the United States Department of Justice, Drug Enforcement Administration (DEA), and to approve an Appropriation Adjustment.

Federal Agency – Drug Enforcement Administration (DEA)  
Funding Amount – up to \$330,000  
CFDA Number – 95.001  
Term: 10/01/18 – 09/30/19

**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 Agreement with the DEA, with a term of October 1, 2018, through September 30, 2019, for continued participation in the SCD Task Force. Department overtime salary costs associated with the SCD Task Force shall be reimbursed by the DEA for all Department personnel assigned full-time to the SCD Task Force.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in the SCD Task Force Program.
3. Approve an appropriation adjustment to increase the Department's Detective Services Budget Unit in the amount of \$330,000 (Salaries and Employee Benefits - Overtime) for Fiscal Year (FY) 2018-19 to be fully offset with funds received from the DEA.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the Agreement is to renew the Department's participation in the SCD Task Force from October 1, 2018, through September 30, 2019. The last Agreement was approved by the Board on September 5, 2017, and expires on September 30, 2018.

Within High Intensity Drug Trafficking Areas, all types of narcotics are manufactured, imported, and distributed for regional, national, and international consumption. Los Angeles is the only United States regional area that serves as a national-level drug distribution center for all five major drugs (cocaine, marijuana, heroin, methamphetamine, and ecstasy).

Foreign drug trafficking organizations (DTOs) and criminal groups based in the LA-HIDTA region are increasing their control over illicit drug distribution in many drug markets, including East Coast drug markets previously controlled by other DTOs, which further enhances the LA-HIDTA's region as a national-level drug distribution center. Drug traffickers use the highways to transport most of the illicit drugs into, across, and out of the country. The LA-HIDTA region is a national-level source area for methamphetamine.

Recent threat assessments have identified nearly 300 criminal narcotic trafficking organizations operating within the Los Angeles region. The criminal activities of these groups range from regional, national, and international in scope and sophistication.

The Department will provide up to 18 full-time detectives for participation in the SCD Task Force. While the County pays the regular salary and benefits of the detectives assigned to the SCD Task Force, the DEA reimburses the County for any overtime incurred while involved in a SCD Task Force investigation, not to exceed \$18,343.75 per member, per year. SCD Task Force membership exposes the member to a network of contacts of international proportions enabling the coordination of operations nationally and internationally with other federal, state, and local law enforcement agencies. SCD Task Force members have the ability to utilize the resources of the DEA, such as: additional manpower in the United States, high-tech surveillance equipment, funding for travel, and sophisticated wiretap investigations, which on their own may be very costly.

### **Implementation of Strategic Plan Goals**

This Agreement relates to the Los Angeles County's Strategic Plan, Goal 3: Operational Effectiveness/Fiscal Sustainability. This Agreement leverages resources from the Department and DEA to enhance public safety service. This Agreement will provide revenue reimbursement to the Department for overtime salary costs incurred as a member of the SCD Task Force.

**FISCAL IMPACT/FINANCING**

As required by the Agreement, the Department will recover any overtime salary costs and other costs, with prior DEA approval, including, but not limited to; travel, fuel, training, and equipment directly related to work performed for the purpose of conducting an official investigation as part of the SCD Task Force. Subject to the availability of funding, the DEA will pay federal funds in the amount of up to \$330,187.50 annually to defray the Department's overtime salary costs associated with the SCD Task Force Program. Reimbursement claims for expenses will be submitted monthly.

Approval of the attached Appropriation Adjustment to increase the Department's Detective Services Budget Unit in the amount of \$330,000 (Salaries and Employee Benefits – Overtime) fully offset with the funds to be received from the DEA will adjust the Department's current year budgeted appropriation as needed. As part of the FY 2019-20 County budget process the Department will submit a request for Board approval to formally adjust, as necessary, the Department's base Salaries and Employee Benefits – Overtime budgeted appropriation as well as the Department's budgeted revenue appropriation to support the needs of this program.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement is from October 1, 2018, through September 30, 2019. Either party may terminate the Agreement by giving not less than 30-calendar days advance written notice to the other party.

Personnel assigned to the SCD Task Force will be deputized as task force officers of the DEA and will be under the direct supervision and control of DEA supervisory personnel assigned to the SCD Task Force. Such Department personnel will assist in SCD Task Force investigations, strategic initiatives, and prosecutions.

Board approval is required for this Agreement as the amount of the Agreement 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)**

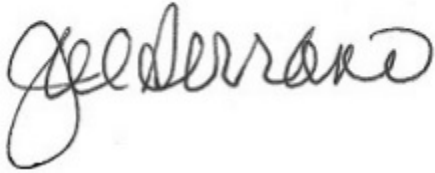
None. The Department will continue to provide the personnel and resources required for participation in the SCD Task Force Program.

**CONCLUSION**

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

Sincerely,

JIM McDONNELL, SHERIFF

A handwritten signature in black ink, appearing to read "Jill Serrano". The signature is written in a cursive, flowing style with a large loop at the end.

JILL SERRANO  
ASSISTANT SHERIFF

JM:RZ:rz

Enclosures

October 16, 2018  
DEPT NO: 770

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF SHERIFF

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR  
FY 2018-19  
4 - VOTES**

SOURCES

USES

SHERIFF - DETECTIVE SERVICES  
A01-SH-90-9001-15681-15683  
FEDERAL-OTHER  
**INCREASE REVENUE**

**330,000**

SHERIFF - DETECTIVE SERVICES  
A01-SH-1000-15681-15683  
SALARIES & EMPLOYEE BENEFITS  
**INCREASE APPROPRIATION**

**330,000**

**SOURCES TOTAL \$ 330,000**

**USES TOTAL \$ 330,000**

**JUSTIFICATION**

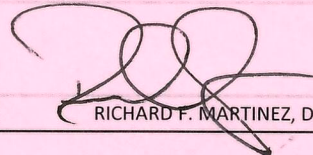
This adjustment reflects an increase in appropriation to fund the Los Angeles High Intensity Drug Trafficking Area (LA-HIDTA) Task Force, fully offset with revenue from the Drug Enforcement Agency (DEA). This renewed agreement for \$330,000 is for the period October 1, 2018 through September 30, 2019.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 30 NOV 07 2018

AUTHORIZED SIGNATURE



RICHARD F. MARTINEZ, Director, Fin Prog Bur

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

  
CELIA ZAVALA  
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

- ACTION
- RECOMMENDATION

AUDITOR-CONTROLLER

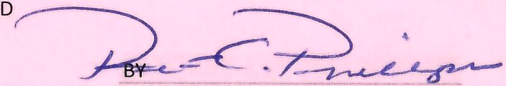
BY Lanfarn  
DATE Oct. 17, 2018

B.A. NO. 046

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER



DATE 10/18/18

*LOS ANGELES HIGH INTENSITY DRUG TRAFFICKING AREA*

*Southern California Drug Task Force*

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT**

**BETWEEN**

**THE DRUG ENFORCEMENT ADMINISTRATION**

**AND**

**THE COUNTY OF LOS ANGELES**

This agreement is made this 1<sup>st</sup> day of October 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and the County of Los Angeles by and through the Los Angeles County Sheriff’s Department, (hereinafter “LACSD”). The DEA is authorized to enter into this cooperative Agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas, there is evidence that trafficking in narcotics and dangerous drugs exists in the Los Angeles High Intensity Drug Trafficking Area (Los Angeles, Orange, Riverside, and San Bernardino Counties), and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Los Angeles metropolitan area, the parties hereto agree to the following:

1. The Southern California Drug Task Force (hereinafter “SCDTF”), operating in the Los Angeles High Intensity Drug Trafficking Area (hereinafter “LA-HIDTA”), will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the LA-HIDTA by immobilizing targeted violators and trafficking organizations;



- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate, and engage in other traditional methods of investigation in order that task force's activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the SCDTF, the LACSD agrees to detail up to eighteen (18) experienced deputies to the SCDTF for a period of not less than two years. During this period of assignment, the LACSD deputies will be under the direct supervision and control of DEA supervisory personnel assigned to the SCDTF.

3. The LACSD deputies assigned to the SCDTF shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the SCDTF. Officers assigned to the Task Force shall also remain subject to the policies, procedures, and regulations of their parent agency. Any conflict between DEA policies and procedures and those of the parent agency shall be resolved by the DEA Special Agent in Charge or his designee, and the chief law enforcement officials of the participating agencies.

4. The LACSD deputies assigned to the SCDTF shall be deputized as task force officers of DEA pursuant to 21 U.S.C. § 878.

5. To accomplish the objectives of the SCDTF, DEA will also assign Special Agents to the SCDTF. DEA, utilizing HIDTA funds and subject to the availability

of annually appropriated HIDTA funds or any continuing resolution thereof, will provide necessary funds and equipment to support the activities of the DEA Special Agents and the LACSD deputies assigned to the SCDTF. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the SCDTF, the LACSD will remain responsible for establishing the salary and benefits, including overtime, of the LACSD deputies assigned to the SCDTF, and for making all payments due them. DEA, utilizing HIDTA funds and subject to the availability of HIDTA funds, will reimburse the LACSD for overtime payments made by it to the LACSD deputies assigned to the SCDTF for overtime, up to a sum equivalent to twenty-five percent (25%) of the annual salary of a GS-1811-12, step 1, (RUS) federal employee, currently \$18,343.75 per officer. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA and other expenses."*

7. In no event will the LACSD charge any indirect cost rate to DEA for the administration or implementation of this Agreement.

8. The LACSD shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The LACSD shall permit and have readily available for examination and



auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. The LACSD shall maintain all such records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.

10. The LACSD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing that law, 28 CFR Part 42, Subparts C, F, G, H, and I.

11. The LACSD agrees that an authorized deputy or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirement. The LACSD acknowledges that this Agreement will not take effect and no federal funds will be awarded to the LACSD until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the LACSD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of federal funds for the project or program.

13. The LACSD agrees to provide vehicles for the deputies assigned to the

SCDTF to conduct investigation and respond to emergency callouts. The LACSD procedure for reporting and investigating automobile accidents involving LACSD vehicles shall apply. DEA, utilizing HIDTA funds, will furnish mobile radios for installation in the vehicles and assume the cost of installation and removal. DEA, utilizing HIDTA funds, will be financially responsible for the purchase of fuel.

14. DEA and the HIDTA Executive Committee acknowledges that the United States is liable for the actions of SCDTF officers, while on duty and acting within the scope of federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2019. This Agreement may be terminated by either party on thirty (30) calendar days advance written notice. Billings for all outstanding obligations must be received by the SCDTF within ninety (90) calendar days of the date of termination of this Agreement. DEA, utilizing HIDTA funds, will be responsible only for obligations incurred by the LACSD during the term of this Agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
David J. Downing  
Special Agent in Charge  
Los Angeles Field Division

Date: \_\_\_\_\_

For the County of Los Angeles:

Date: \_\_\_\_\_

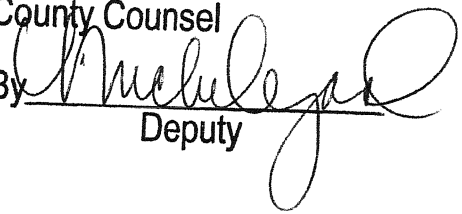
\_\_\_\_\_  
Jim McDonnell  
Sheriff

Attachments:

- (1). OJP Forms 4061/6 (3-91): Certifications Regarding Lobbying: Debarment, Suspensions and Other Responsibility Matters; and Drug Free Workplace Requirements
- (2). Roster of Local, State, or Federal Agency Personnel Assigned to the SCDTF Task Force.

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy