OFFICE OF THE SHERIFF
COUNTY OF LOS ANGELES
HALL OF JUSTICE
JIM MCDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 September 22, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

September 22, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR PARTICIPATION IN THE LOS ANGELES HIGH INTENSITY DRUG TRAFFICKING AREA, SOUTHERN CALIFORNIA DRUG TASK FORCE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a State and Local High Intensity Drug Trafficking Area (HIDTA) Task Force Agreement (Agreement) for 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).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached Agreement with the DEA, commencing upon execution by both parties and terminating on September 30, 2016, for participation in the SCD Task Force. Department overtime salary costs associated with the SCD Task Force shall be reimbursed by the DEA.

2. Delegate authority to the Sheriff to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in the SCD Task Force program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Within the LA-HIDTA, 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 of abuse (cocaine, marijuana, heroin, methamphetamine, and ecstasy).

Mexican 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. 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 domestically produced 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. Although the Department agrees to a two-year personnel commitment for continuity and training purposes, the term of this agreement will coincide with the federal fiscal year from October 1, 2015, through September 30, 2016. While the County pays the regular salary and benefits of the detective assigned to the task force, the DEA reimburses the County for any overtime incurred by the member while involved in a SCD Task Force investigation, not to exceed $17,548 per member. SCD Task Force membership exposes the members 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 DEA, such as: additional man power in the United States, high-tech surveillance equipment, funding for travel, and sophisticated wiretap investigations, which on their own, may be very costly to the Department. Current staffing for the SCD Task Force is currently at 72 percent of budget and the Department has no immediate plans for increasing the number of personnel in this Task Force.

The Department's continued participation in the LA-HIDTA Task Force since its inception in 1991, has led to continued success and yielded great accomplishments. For Fiscal Year 2014-15, the SCD Task Force has made 130 arrests, 138 weapons seizures, and asset seizures equivalent to $9,170,690. In addition, they have also seized massive amounts of narcotics, including: 823 kilograms of cocaine, 34.4 kilograms of heroin, 1,157 kilograms of marijuana, 300 kilograms of methamphetamine, 8 gallons of liquid methamphetamine, and 30 kilograms of other dangerous drugs.

Implementation of Strategic Plan Goals

This Agreement relates to the County's Strategic Plan, Goal 3, Integrated Service Delivery. This Agreement leverages resources from the Department and the 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. The DEA will pay federal funds in the amount of up to $315,864 annually to defray the Department's overtime salary costs associated with the SCD Task Force program, subject to the availability of funding. Reimbursement claims for expenses will be submitted monthly.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement commences upon execution by both parties and terminates on September 30, 2016. Either party may terminate the Agreement by giving not less than 30 calendar days advance written notice to the other party.

Personnel assigned by the Department 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 provide the personnel and resources required for participation in the SCD Task Force program.

CONCLUSION

Upon Board approval, it is requested that the Executive-Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

JIM McDONNELL
Sheriff

JM:RZ:rz

Enclosures

LOS ANGELES HIGH INTENSIYT 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 and entered into by and 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 SCDTF 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 $17,548 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 Rehabilitations 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, 2016. 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:

_____ Date: _____

Anthony D. Williams
Special Agent in Charge
Los Angeles Field Division

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:

County Counsel

By _____
Deputy

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Los Angeles County Sheriff's Department

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Jim McDonnell, Sheriff

5. Signature

6. Date

APPROVED AS TO FORM:

County Counsel

By _____
Deputy