



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



May 21, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

71 May 21, 2024

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


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION
FOR PARTICIPATION IN THE ENFORCEMENT GROUP 3
LOS ANGELES AIRPORT NARCOTICS TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of an agreement for reimbursement of overtime salary costs for continued participation in Enforcement Group 3 Los Angeles-Airport Narcotics Task Force (LAX NTF) (Agreement), funded by the United States (U.S.) Department of Justice, Drug Enforcement Administration (DEA).

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 December 1, 2023, through September 30, 2026, for continued participation in LAX NTF. The Department overtime salary costs associated with LAX NTF shall be reimbursed by DEA for all Department personnel assigned full-time to LAX NTF.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments to the Agreement that are necessary for the effective participation in LAX NTF.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required contract documents with DEA, including, but not limited to, agreements, assurances and certifications, amendments, modifications, extensions, and payment requests, in future fiscal years (FYs) as necessary for the continued participation in the LAX NTF Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to renew the Department's participation in LAX NTF from December 1, 2023, through September 30, 2026.

The Los Angeles International Airport is used in the U.S. by drug trafficking organizations (DTOs) for their illicit distribution of illegal drugs and drug proceeds, both domestically and internationally. Department investigators within LAX NTF seize a large number of narcotics such as fentanyl, methamphetamine, and cocaine every year. On several occasions, these dangerous drugs were intercepted by LAX NTF before boarding commercial flights; this would have placed the passengers to and from the County at risk. In addition to drug seizures, LAX NTF seizes between \$3 million and \$7 million in U.S. currency related to illicit drug transactions every year. Drug and currency seizures disrupt DTOs and their operations.

The LAX NTF conducts several insider threat investigations as well. These investigations are designed to disrupt DTOs who enlist airline and airport employees into smuggling fentanyl and other dangerous drugs on commercial flights. In recent years, LAX NTF has arrested employees of the Transportation Security Administration, commercial airlines, and airport/airline contract employees who were involved with drug trafficking.

The DEA considers the smuggling of fentanyl in commercial aircraft to be a threat to the entire airline industry. Since September 2022, there have been multiple incidents involving fentanyl on domestic flights, two of which resulted in the airplanes being taken out of service to be decontaminated.

The Department will provide four full-time detectives for participation in LAX NTF. While the County pays the regular salary and benefits of the detectives assigned to LAX NTF, DEA reimburses the County for any overtime incurred while involved in an LAX NTF investigation, not to exceed \$20,707.50 per member for federal FY 2024. The LAX NTF 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. The LAX NTF members have the ability to utilize the resources of the DEA, such as additional manpower in the U.S., high-tech

surveillance equipment, funding for travel, and sophisticated wiretap investigations, which on their own may be very costly.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star II: Foster vibrant and resilient communities; Focus Area C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency ; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

This is a zero net County cost, revenue-offset agreement. The Department will recover any overtime salary costs and other costs, including, but not limited to, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items related to work performed for the purpose of conducting an official investigation as part of LAX NTF. The Department's FY 2024-25 Supplemental Changes Budget Request will include the anticipated expenses and offsetting revenue, which are expected to be approximately \$249,000 for the term of the Agreement (\$83,000 per year). The funding required for FY 2023-24 is included in the FY 2023-24 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement is from December 1, 2023, through September 30, 2026. 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 LAX NTF will be deputized as task force officers of DEA and will be under the direct supervision and control of the DEA supervisory personnel assigned to LAX NTF. Such Department personnel will assist in LAX NTF investigations, arrests, 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.

The Honorable Board of Supervisors
May 21, 2024
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will continue to provide the personnel and resources required for participation in the LAX NTF.

CONCLUSION

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

Sincerely,



ROBERT G. LUNA
SHERIFF

STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
LOS ANGELES FIELD DIVISION
AND
LOS ANGELES SHERIFF'S DEPARTMENT
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of December, 2023, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Los Angeles County Sheriff's Department ORI# CA0190036 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Los Angeles County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Los Angeles County, the parties hereto agree to the following:

- 1 Enforcement Group 3 (Los Angeles – Airport) (hereinafter “LAX (Narcotics Task Force) NTF”) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Los Angeles County area 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 the 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 LAX NTF, the parent agency agrees to detail four (4) experienced officers to the LAX NTF for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the LAX NTF.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the LAX NTF.

- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the LAX NTF, DEA will assign four (4) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. 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 LAX NTF, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***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 parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency 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 parent agency 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 parent agency shall maintain all such 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.
- 10 The parent agency 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 those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

- 11 The parent agency agrees that an authorized officer 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 Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA 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 parent agency 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 term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration

Matthew W. Allen
Special Agent in Charge

Date: _____

For the Los Angeles County Sheriff's Department

Robert G. Luna
Sheriff

Date: _____

ATTACHMENTS:

- (1). OJP Form 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 United States Drug Enforcement, Los Angeles Field Division.



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 form. 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 appropriated 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 Part 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 convicted 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
211 W Temple Street, 7th Floor
Los Angeles, CA 90012

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Enforcement Group 3 Los Angeles Airport Narcotics Task Force

95-6000927

4. Typed Name and Title of Authorized Representative

Sheriff Robert G. Luna

5. Signature

6. Date

**ROSTER OF LOCAL, STATE, OR FEDERAL AGENCY PERSONNEL
ASSIGNED TO THE DEA TASK FORCE**

NAME OF AGENCY: Los Angeles County Sheriff's Department

1. Sgt. Rene Barragan
2. Det. Joshua Harris
3. Det. Eric Hancock
4. Det. Delia Loera

ATTACHMENT 2