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2018 NOV 20 PM 1:23

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Anne E. Kirkpatrick
Chief of Police

SUBJECT: OPD DEA Task Force MOU

DATE: November 5, 2018

City Administrator
Approval

Date

11/20/18

RECOMMENDATION

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Enter Into A Memorandum Of Understanding (MOU) With The United States Department Of Justice, Drug Enforcement Administration (DEA) To Form The Oakland Police Department (OPD) DEA Oakland Task Force Group (Task Force) Collaborate On Information Sharing And Focused Operations To Disrupt Illegal Drug Activity Occurring In The City Of Oakland, From October 1, 2018 Through September 30, 2019.

EXECUTIVE SUMMARY

This resolution, if approved by the City Council, will authorize OPD participation in the OPD DEA Task Force (TF). The TF focuses on investigations related to trafficking of illegal drugs in Oakland. Through the MOU, the DEA will provide one or more special agents to the TF, and OPD will provide one officer. The DEA will also provide funding for office space, supplies, travel funds, equipment, and training, subject to funding availability. The MOU between OPD and the DEA shall stipulate that OPD officer(s) assigned to the TF shall adhere the most restrictive policies between the DEA and OPD. OPD TF officers will not participate in any enforcement action relating to the cultivation, sale, possession, or use of marijuana unless such action violates California law and/or City of Oakland ordinance(s). OPD has signed past MOUs with the DEA for TF participation. The City Charter requires that the City Council authorize the City Administrator or designee to enter into an agreement between the City and other agency or organization.

This MOU has been reviewed by the Oakland Privacy Advisory Commission (PAC). The PAC voted to only recommend a DEA-OPD MOU that included the language compelling DEA agents to comply with these five OPD polices. OPD recommends against including this language, as DEA will not agree to including the language in the MOU.

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December 4, 2018

BACKGROUND AND LEGISLATIVE HISTORY

There is an established nexus between the manufacture and sale of illegal narcotics and violent crime in Oakland. The mission of the DEA is to “enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.”

The Drug Enforcement Agency Task Force’s (DEA TF) primary mission is the apprehension of narcotic traffickers who are involved in organized criminal activity in Oakland, the State of California, and international jurisdictions. The DEA TF partners with local law enforcement agencies in the San Francisco Bay Area. Normal operations include investigative efforts to determine individuals involved in narcotic trafficking. The TF frequently communicates with OPD to address narcotics traffickers known to commit violence to further their criminal enterprises. The DEA TF also provides resources to OPD to assist with sustaining public safety.

DEA/OPD collaboration is a force multiplier for both agencies. The DEA TF has skillsets and connections throughout the United States and internationally. OPD does not have a narcotics unit and the DEA TF helps OPD address the violent crime associated with the illegal drug trade.

The DEA TF combines federal leverage and the specialists available to the DEA with state and local officers’ investigative talents and detailed knowledge of their jurisdiction to lead drug-centered law enforcement investigations. The DEA shares resources with state and local officers, thereby increasing the investigative possibilities available to all.

Participation in TF also allows the DEA to pay for the overtime and investigative expenses of participating police agencies. This funding allows OPD to dedicate extra resources to critical crime investigations. TF participation also allows for OPD to receive a share of proceeds from forfeited assets.

Oakland’s Measure Z Law and Cannabis Offense as a Low Priority

On November 2, 2004, the Oakland electorate passed ballot Measure Z, a voter initiative entitled “Oakland Cannabis Regulation and Revenue Ordinance.” The ordinance requires among other mandates, that the City of Oakland “Make investigation, citation and arrest for private adult cannabis (marijuana) offenses the City’s lowest law enforcement priority.” More recently, the California electorate passed the Adult Use of Marijuana Act (Proposition 64) in November 2016, making recreational adult use of marijuana legal as of January 2018 (even though the Federal government still prohibits medical and recreational use).

OPD has recognized and acted in accordance with the provisions of Measure Z and Proposition 64. OPD does not issue infractions for cannabis use, but rather seeks to use intelligence-based policing to enforce laws against others types drug manufacture and sales that are far more directly linked to violent crime.

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ANALYSIS AND POLICY ALTERNATIVES

The MOU authorizing OPD involvement with the DEA Task Force stipulates that OPD will assign one OPD sworn officer to collaborate with DEA Task Force; The DEA will provide and fund eight Special Agents to be assigned to the Task Force, and subject to funding availability, also provide funding for office space, supplies, travel funds, equipment, and training.

Value of Taskforce to OPD

Table 1 below showcases the arrests, drug seizures and firearm recoveries the local DEA TF has carried out the following arrests, drug seizures, and firearm recoveries in recent years:

Table 1: DEA Operational Results in Oakland 2016-2018

Action	2016	2017	2018*	3-Year Total
Arrest	65	40	39	144
Firearms recovered	30	28	38	96
Asset Seizure	\$3,581,849	\$1,892,084	\$536,013	\$6,009,946
Cocaine**	48.3	5.6	10.9	64.8
Heroin**	1.4	1.8	3.1	6.3
Amphetamine**	34.7	37.4	22	94.1

* as of September 30, 2018 for the 2018 calendar year

* Seizure amount is by the kilogram

The data above provides a snapshot into the investigations performed by the DEA in Oakland. DEA agents have removed 38 illegally possessed firearms this year, in addition to amphetamine, heroin and cocaine. In numerous cases these firearms are connected to violent crime as well as to illegal drug trafficking. In 2017, Oakland experienced 2,807 aggravated assaults (including 277 shootings with injuries and 192 shootings related to an occupied home or vehicle) and 2,585 robberies (including 980 involving firearms). The removal of 30 firearms in 2016, 28 in 2017, and already 38 in 2018 has a direct positive impact on the level of shootings and violent crime occurring in the city.

Alignment with OPD Polices

The MOU between OPD and the DEA shall stipulate that OPD officer(s) assigned to the DEA TF shall adhere to DEA policies and procedures – as well as OPD policies and procedures. The DEA amended its standard TF participation MOU for Oakland so that OPD could ensure that any TF participating officer always complies with OPD policies. Failure to adhere to the most restrictive policies and procedures shall be grounds for dismissal from the DEA TF and will cause the officer to be subject to administrative action by OPD. Any OPD officer assigned to the DEA TF shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878¹.

¹ (a) Any officer or employee of the Drug Enforcement Administration or any State, tribal, or local law enforcement officer designated by the Attorney General may—

(1) carry firearms;

(2) execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas, and summonses issued under the authority of the United States;

These officers will not participate in any enforcement action relating to the cultivation, sale, possession, or use of marijuana unless such action violates California law and/or City of Oakland ordinance(s).

Council Approval and Privacy Advisory Commission Review

Article IV, Section 401(6) of the City Charter requires that the City Council authorize the City Administrator or designee to enter into an agreement between the City and other agency or organization. OPD had signed a previous MOU with the DEA to partner on the DEA Task Force. This resolution will allow OPD to enter into a new MOU with the DEA to authorize participation in the TF with an initial duration period of October 1, 2018 through September 30, 2019. The MOU will stipulate that either party may terminate the MOU with 30 days' written notice.

Ordinance No. 13457 C.M.S., passed June 29, 2017, requires that OPD submit a "proposed MOU and any orders, policies, and procedures relevant to the subject matter of the MOU for discussion and public comment at an open meeting of the Privacy Advisory Commission" before execution of said agreement. Therefore, OPD coordinated communications between the DEA and the Privacy Advisory Commission (PAC) ad-hoc committee on OPD federal MOUs, in advance of bringing to the full PAC. The ad-hoc committee requested that the DEA insert additional language into the DEA-OPD MOU which would compel DEA agents to also comply five new and pending policies:

- California Senate Bill (SB) SB 54 (California Values Act) ²;
- SB 31 (California Religious Freedom Act: state agencies: disclosure of religious affiliation information)³;
- The City's pending Sanctuary City Ordinance⁴;

(3) make arrests without warrant (A) for any offense against the United States committed in his presence, or (B) for any felony, cognizable under the laws of the United States, if he has probable cause to believe that the person to be arrested has committed or is committing a felony;

(4) make seizures of property pursuant to the provisions of this subchapter; and

(5) perform such other law enforcement duties as the Attorney General may designate.

(b) State and local law enforcement officers performing functions under this section shall not be deemed Federal employees and shall not be subject to provisions of law relating to Federal employees, except that such officers shall be subject to section 3374(c) of title 5.

² SB 54 – California Values Act (Cal. Gov. Code §7284 et seq.) curtails use of state and local resources from engaging in deportations and create safe spaces, including at schools, health facilities, and courthouses - https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB54

³ SB 31 – California Religious Freedom Act (Cal. Gov. Code §8310.3 et seq.) prohibit a state or local agency or a public employee acting under color of law from providing or disclosing to the federal government personal information regarding a person's religious beliefs, practices, or affiliation, as specified, when the information is sought for compiling a database of individuals based on religious belief, practice, or affiliation, national origin, or ethnicity for law enforcement or immigration purposes - https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB31

⁴ Oakland Sanctuary City Ordinance (code pending)

- OPD Department General Order (DGO) M-17 (establishes OPD procedures governing the function of the Intelligence Division)⁵; and
- DGO M-19 Sections III and VIII (A, C) (OPD policy on prohibitions regarding racial profiling and other bias-based policing)⁶.

Attachment A to this report shows the exact language requested by PAC within the MOU in bold). The DEA has since explained verbally and in electronic mail to OPD and to PAC members that it cannot easily make changes to the MOU. The DEA has already made a change to the MOU (see "*Alignment with OPD Polices*" on page 3 above) that restrict OPD officers within the TF. The PAC voted at their November 1, 2018 meeting to only recommend a DEA-OPD MOU that included the language in **Attachment A** compelling DEA agents as well as OPD officers to comply with these five additional polices. OPD believes that the TF provides critical investigative support greatly needed by OPD – and therefore recommends that the City Council approve the resolution authorizing the MOU in its current form – despite the different recommendation from the PAC. **Attachment B** is the same agreement *without* the language recommended by the PAC that DEA will not agree to include. **Attachment B** is recommended by OPD for adoption.

The DEA also confirmed that they operate by the following core values:

1. Dedication to upholding the Constitution of the United States and the Rule of Law.
2. Respect and compassion for those we protect and serve.
3. Faithful and effective service to our country and its citizens.
4. Devotion to our core mission of enforcing the nation's drug laws and enhancing public health, health safety, and national security.
5. Uncompromising personal, professional, and institutional integrity.
6. Accountability to ourselves, our agency, and those we serve.
7. Leadership and courage in our profession, communities, and lives.
8. Commitment to diversity and excellence.

OPD will likely lose its membership in the TF without a current MOU. The DEA does not need the permission of OPD to operate within the city. However, drug trafficking and violent crime investigations are better achieved through law enforcement collaboration and information sharing.

PUBLIC OUTREACH / INTEREST

No outreach was deemed necessary for this report beyond the standard City Council agenda noticing procedures. OPD collaborated with the PAC in reviewing documents provided by DEA.

⁵ <http://www2.oaklandnet.com/oakca1/groups/police/documents/webcontent/oak063011.pdf>

⁶ <http://www2.oaklandnet.com/oakca1/groups/police/documents/webcontent/oak032293.pdf>

COORDINATION

OPD consulted with the Budget Bureau and the Office of the City Attorney in the development of this report and accompanying resolution.

FISCAL IMPACT

There are no personnel or other costs to OPD associated with membership in the DEA TF. OPD will designate one officer already employed through OPD's operating budget. OPD is responsible for providing the salary, benefits and overtime payments for its assigned personnel.

The DEA, subject of funding availability, will annually reimburse OPD for overtime costs associated with the one OPD officer assigned to the Task Force, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1 Federal Employee, currently valued at \$17,753. Any reimbursements for overtime expenses or other reimbursements made by the DEA to OPD shall be deposited into Fund 2999, Org 102310, Account 46129, Project TBD, and Program PS03.

OPD will maintain responsibility for all salary and benefits, including overtime, for the officer assigned to the Task Force.

SUSTAINABLE OPPORTUNITIES

Economic: There are no economic opportunities associated with this report.

Environmental: There are no environmental opportunities associated with this report.

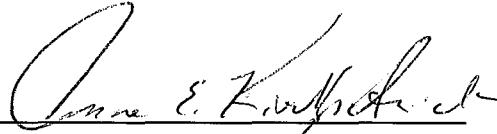
Social Equity: OPD's collaboration with the DEA helps OPD to target not only illegal drug and narcotics trafficking but violent crime connected to illegal drug trafficking and associated networks. All residents and visitors benefit from these efforts to investigate and prosecute individuals involved in this illegal and dangerous activity.

ACTION REQUESTED OF THE PUBLIC SAFETY COMMITTEE

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Enter Into A Memorandum Of Understanding (MOU) With The United States Department Of Justice, Drug Enforcement Administration (DEA) To Form The Oakland Police Department (OPD) DEA Oakland Task Force Group (Task Force) Collaborate On Information Sharing And Focused Operations To Disrupt Illegal Drug Activity Occurring In The City Of Oakland, From October 1, 2018 Through September 30, 2019.

For questions regarding this report, please contact Lieutenant James Beere, Felony Assault Section, General Crimes, and Task Forces Section, CID, Bureau of Investigations, at (510) 238-3728.

Respectfully submitted,



Anne E. Kirkpatrick
Chief of Police
Oakland Police Department

Reviewed by:
James Beere, Lieutenant
OPD, CID, Bureau of Investigations

Timothy Birch, Police Services Manager I
OPD, Training Division – Research and Planning

Prepared by:
Bruce Stoffmacher, Legislation Manager
OPD, Training Division – Research and Planning

Attachments (2):

- A – Memorandum of Understanding between the Oakland Police Department and the Drug Enforcement Administration as recommended by the Oakland Privacy Advisory Commission
- B – Memorandum of Understanding between the Oakland Police Department and the Drug Enforcement Administration as recommended by the Oakland Police Department

Item: _____
Public Safety Committee
December 4, 2018

**FISCAL YEAR 2018 PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN OAKLAND POLICE DEPARTMENT AND
DEA TASK FORCE GROUP (OAKLAND)**

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Oakland Police Department (hereinafter "OPD"). 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 Greater East Bay Area of California and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Alameda, Contra Costa, and Solano Counties, the parties hereto agree to the following:

1. The Task Force Group (Oakland) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Oakland 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 Task Force Group (Oakland), the Oakland Police Department agrees to detail one (1) experienced officer to the Task Force Group (Oakland) for a period of not less than two years. During this period of assignment, the one (1) Oakland Police Department officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force Group (Oakland).
3. The Oakland Police Department officer assigned to the Task Force Group (Oakland) shall adhere to DEA policies and procedures, as well as Oakland Police Department policies and procedures. Failure to adhere to the most restrictive policies and procedures shall be grounds for dismissal from the Task Force Group (Oakland) and shall subject the Oakland Police Department officer to administrative action by the Oakland Police Department.
4. The Oakland Police Department officer assigned to the Task Force Group (Oakland) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878. The Oakland Police Department's Task Force Officer will not participate in any enforcement action relating to the cultivation, sale, possession, or use of marijuana unless such action violates California law and/or City of Oakland ordinance(s).
5. To accomplish the objectives of the Task Force Group (Oakland), DEA will assign eight (8) Special Agents to the Task Force Group (Oakland). 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 the Oakland Police Department officer assigned to the Task Force Group (Oakland). 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.

[The below language (bold and shaded #6) is recommended by the Privacy Advisory Commission and not acceptable to the Drug Enforcement Administration.]

6. The DEA Special Agents assigned to the Task Force Group (Oakland) agree to adhere to the following state or local laws, policies, or procedures, when performing as part of the Task Force Group (Oakland), unless existing DEA policies or procedures are more restrictive:

- **SB 54 – California Values Act (Cal. Gov. Code §7284 et seq.)**
- **SB 31 – California Religious Freedom Act (Cal. Gov. Code §8310.3 et seq.)**
- **Oakland Sanctuary City Ordinance (code pending)**
- **Oakland Police Departmental General Order M-17, Section V “Professional Standards”**
- **Oakland Police Departmental General Order M-19, Sections III and VIII (A, C)**

7. During the period of assignment to the Task Force Group (Oakland), the Oakland Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force Group (Oakland), and for making all payments due them. DEA will, subject to availability of funds, reimburse the Oakland Police Department for overtime payments made by it to one (1) Oakland Police Department officer assigned to the Task Force Group (Oakland) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. *Note: Task Force Officer’s overtime “shall not include any costs for benefits, such as retirement, FICA, and other expenses.”*

8. In no event will the Oakland Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The Oakland Police Department 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.

10. The Oakland Police Department 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 Oakland Police Department shall maintain all such reports and records until all litigation, claim, audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

11. The Oakland Police Department 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.

12. The Oakland Police Department 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 Oakland Police Department acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Oakland Police Department by DEA until the completed certification is received.

13. 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 Oakland Police Department 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.

14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Oakland Police Department during the term of this agreement.

For the Drug Enforcement Administration:

Name: John J. Martin

Date: _____

Title: Special Agent in Charge – San Francisco Field Division

For the Oakland Police Department

SIGNATURE

Date: _____

Anne Kirkpatrick
PRINT NAME

Chief of Police
PRINT TITLE

**FISCAL YEAR 2018 PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN OAKLAND POLICE DEPARTMENT AND
DEA TASK FORCE GROUP (OAKLAND)**

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Oakland Police Department (hereinafter "OPD"). 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 Greater East Bay Area of California and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Alameda, Contra Costa, and Solano Counties, the parties hereto agree to the following:

1. The Task Force Group (Oakland) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Oakland 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 Task Force Group (Oakland), the Oakland Police Department agrees to detail one (1) experienced officer to the Task Force Group (Oakland) for a period of not less than two years. During this period of assignment, the one (1) Oakland Police Department officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force Group (Oakland).
3. The Oakland Police Department officer assigned to the Task Force Group (Oakland) shall adhere to DEA policies and procedures, as well as Oakland Police Department policies and procedures. Failure to adhere to the most restrictive policies and procedures shall be grounds for dismissal from the Task Force Group (Oakland) and shall subject the Oakland Police Department officer to administrative action by the Oakland Police Department.
4. The Oakland Police Department officer assigned to the Task Force Group (Oakland) shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878. The Oakland Police Department's Task Force Officer will not participate in any enforcement action relating to the cultivation, sale, possession, or use of marijuana unless such action violates California law and/or City of Oakland ordinance(s).
5. To accomplish the objectives of the Task Force Group (Oakland), DEA will assign eight (8) Special Agents to the Task Force Group (Oakland). 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 the Oakland Police Department officer assigned to the Task Force Group (Oakland). 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 Task Force Group (Oakland), the Oakland Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force Group (Oakland), and for making all payments due them. DEA will, subject to availability of funds, reimburse the Oakland Police Department for overtime payments made by it to one (1) Oakland Police Department officer assigned to the Task Force Group (Oakland) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), 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 Oakland Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Oakland Police Department 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 Oakland Police Department 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 Oakland Police Department shall maintain all such reports and records until all litigation, claim, 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 Oakland Police Department 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 Oakland Police Department 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 Oakland Police Department acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Oakland Police Department 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 Oakland Police Department 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, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Oakland Police Department during the term of this agreement.

For the Drug Enforcement Administration:

Name: John J. Martin

Date: _____

Title: Special Agent in Charge – San Francisco Field Division

For the Oakland Police Department

SIGNATURE

Date: _____

Anne Kirkpatrick

PRINT NAME

Chief of Police

PRINT TITLE

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

2018 NOV 20 PM 1:23

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR
DESIGNEE TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING (MOU) WITH THE UNITED STATES DEPARTMENT
OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) TO
FORM THE OAKLAND POLICE DEPARTMENT (OPD) DEA TASK
FORCE GROUP (TASK FORCE) TO COLLABORATE ON
INFORMATION SHARING AND FOCUSED OPERATIONS TO DISRUPT
ILLEGAL DRUG ACTIVITY OCCURRING IN THE CITY OF OAKLAND,
FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

WHEREAS, there are many types of drugs and narcotics listed as illegal to possess, use, manufacture, or sell anywhere in the United States (US) under the 1970 US Controlled Substances Act (CSA); and

WHEREAS, there is an established nexus between the use, manufacture, and sale of illegal narcotics and violent crime in Oakland; and

WHEREAS, the mission of the DEA is to "enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets;" and

WHEREAS, OPD will assign one OPD sworn officer to the Task Force to collaborate with DEA Task Force Officers on intelligence gathering and targeting police operations focused on disrupting illegal drug and narcotic sales and related criminal activity occurring in Oakland; and

WHEREAS, the DEA will assign special agents to collaborate with the Task Force, and subject to funding availability, will also provide funding for office space, supplies, travel funds, equipment, and training; and

WHEREAS, OPD will maintain responsibility for all salary and benefits,

including overtime, for the officer assigned to the Task Force; and

WHEREAS, the DEA, subject of funding availability, will reimburse OPD for overtime costs associated with the one OPD officer assigned to the Task Force, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1 Federal Employee, currently valued at \$17,753; and

WHEREAS, any officer assigned to the taskforce shall be deputized as a Task Force Officers of the DEA pursuant to 21 U.S.C. Section 878, and shall adhere to DEA policies and procedures; and

WHEREAS, Article IV, Section 401(6) of the City Charter requires that the City Council authorize the City Administrator or designee to enter into an agreement between the City and other agency or organization; therefore, be it

RESOLVED: That the City Administrator or designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to execute, modify, extend and/or amend the MOU without returning to the City Council; and be it

FURTHER RESOLVED: that the initial duration period of the MOU between OPD and the DEA shall be October 1, 2018 through September 30, 2019; and be it

FURTHER RESOLVED: either party may terminate this MOU with 30 days' written notice; and be it

FURTHER RESOLVED: that each agency shall be responsible for any claims arising out of the operation of any Task Force vehicle driven by that agency's team member, including both liability and collision; and be it

FURTHER RESOLVED: funds paid by the DEA to OPD will be deposited into Fund 2999, Org 102310, Account 46129, Project TBD, and Program PS03; and be it

FURTHER RESOLVED: that OPD shall comply with all relevant federal laws, such as Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and rules related to lobbying, debarment, suspension, and a drug-free workspace; and be it

FURTHER RESOLVED: that each participating agency will provide their staff with their own vehicles, fuel and maintenance for that vehicle; and be it

FURTHER RESOLVED: That in accordance with Article IV, Section 401(6) of the City Charter, the MOU authorized by this resolution shall be approved by as to form and legality before execution, and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN,
GIBSON MCELHANEY AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California