

FISCAL YEAR 2024

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN OAKLAND POLICE DEPARTMENT (CA0010900) AND DEA TASK FORCE GROUP (OAKLAND)

This agreement is made this 1st day of October, 2023, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Oakland Police Department - ORI# CA0010900 (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 USC § 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) Task Force 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) Task Force, 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 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 one (1) Oakland Police Department officer assigned to the Task Force Group (Oakland) shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force Group (Oakland).
- 4 The one (1) Oakland Police Department officer assigned to the Task Force Group (Oakland) shall be deputized as Task Force Officer of DEA pursuant to 21 USC § 878.
- 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, 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 Oakland Police Department officer 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 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, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Oakland Police Department 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 Oakland Police Department 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 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 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 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, 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 Oakland Police Department during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brian M. Clark

Name

Date

Special Agent in Charge (SAC)

Title

For the Oakland Police Department
(CA0010900)

Name

Date

Title