

# Appendix D

## PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") and The City of Delray Beach (hereinafter "CITY"). 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 area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of South Florida, the parties hereto agree to the following:

1. The DEA West Palm Beach Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the South Florida 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 Florida.

2. To accomplish the objectives of the DEA West Palm Beach Task Force, the CITY agrees to detail one (1) experienced officer from its Police Department (hereinafter DBPD) to the DEA West Palm Beach Task Force for a period of not less than two years. During this period of assignment, the DBPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The DBPD officer 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 Task Force.

4. The DBPD officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Task Force, DEA will assign four (4) Special Agents to the Task Force. 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 two (2) 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 DEA West Palm Beach Task Force, the CITY 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 CITY for overtime payments made by it to DBPD officer assigned to the DEA West Palm Beach Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,649.00), 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 CITY charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The DBPD 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 DBPD 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 DBPD 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 DBPD 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 CITY agrees that an authorized officer or employee in DBPD 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 CITY acknowledges that this agreement will not take effect and no Federal funds will be awarded to the CITY 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 CITY 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, 2020. 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 DBPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Adolphus P. Wright  
Special Agent in Charge

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

For the Delray Beach Police Department:

\_\_\_\_\_  
Javaro Sims, Chief of Police

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

For the City of Delray Beach:

\_\_\_\_\_  
Neal de Jesus, Interim City Manager

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

Attest:

\_\_\_\_\_  
Katerri Johnson, City Clerk

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney