



# CITY OF DEL REY OAKS

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## Staff Report

**DATE:** January 24th, 2023

**TO:** Honorable Mayor and Members of City Council

**FROM:** Chris Bourquin, Interim Chief of Police

**SUBJECT:** Drug Enforcement Administration (DEA) Monterey Office Task Force Officer (TFO) Program

**CEQA:** This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

### Recommendation

Approve the entry into an agreement between the Drug Enforcement Administration Task Force (Group 1) San Jose and the Del Rey Oaks Police Department.

### Background

The Del Rey Oaks Police Department will enter into an agreement with the Drug Enforcement Administration (DEA) Monterey Office and have two Del Rey Oaks police officers deputized as Task Force Officers (TFOs). The DEA's Task Force Officer Program is a nationwide program that helps local police department investigate drug activity in their local area.

### Summary & Discussion

The DEA's Task Force Officer Program will help train officers and provide additional resources with the growing fentanyl activity along Fremont Blvd/ Canyon Del Rey and the Highway 68 corridor. The benefits of this agreement include using additional officers for operations (force multiplier) and supplement of funds to pay for equipment and overtime expenditures. Del Rey Oaks Police Department's participation in this program will not affect our department's staffing levels or our ability to respond to calls within our own jurisdiction.

### Fiscal Impacts

There are no fiscal impacts related to this informational report.

### ATTACHMENTS:

Program - funded state and local task force agreement between Del Rey Oaks Police Department (CA0270200) and DEA Task Force Group 1 (San Jose)

Respectfully Submitted,

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Chris Bourquin  
Interim Chief of Police

## FISCAL YEAR 2023

### PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN DEL REY OAKS POLICE DEPARTMENT (CA0270200) AND DEA TASK FORCE GROUP 1 (SAN JOSE)

This agreement is made this 1<sup>st</sup> day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Del Rey Oaks Police Department - ORI# CA0270200 (hereinafter "DROPD"). 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 Salinas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Salinas area, the parties hereto agree to the following:

- 1 The Task Force Group 1 (San Jose) Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Salinas 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 1 (San Jose) Task Force, the Del Rey Oaks Police Department agrees to detail two (2) experienced officers to the Task Force Group 1 (San Jose) Task Force for a period of not less than two years. During this period of assignment, the Del Rey Oaks Police Department officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The Del Rey Oaks Police Department 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 Task Force.
- 4 The Del Rey Oaks Police Department 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 Task Force Group 1 (San Jose) Task Force, DEA will assign four (4) Special Agents to the Task Force. The Del Rey Oaks Police Department 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 Del Rey Oaks Police Department 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 Task Force Group 1 (San Jose) Task Force, the Del Rey Oaks Police Department 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 Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks Police Department acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Del Rey Oaks 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 Del Rey Oaks 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 Del Rey Oaks Police Department during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Bob P. Beris

Name

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Date

Acting Special Agent in Charge (SAC)

Title

For the Del Rey Oaks Police Department  
(CA0270200)

\_\_\_\_\_  
Name

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Date

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Title