AGENDA ITEM NO. C-19

SHERIFF'S OFFICE
COUNTY OF HUMBOLDT
826 FOURTH STREET
EUREKA, CALIFORNIA 95501-0516 PHONE (707) 445-7251

For the meeting of: July 22, 2014

Date: **July 7, 2014**

To: **BOARD OF SUPERVISORS**

From: **MICHAEL T. DOWNEY, SHERIFF**

Subject: **FISCAL YEAR 2015 PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN THE HUMBOLDT COUNTY SHERIFF'S OFFICE AND THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA)**

RECOMMENDATION(S):
That the Board of Supervisors:
1. Authorize the Sheriff to sign the Agreement between the Humboldt County Sheriff's Office and the Drug Enforcement Administration (DEA) entitled Fiscal Year 2015 Program – Funded State and Local Task Force Agreement Between the Humboldt County Sheriff's Office and DEA Task Force Group (Oakland) and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters, and Drug Free Workplace Requirement;
2. Direct the Clerk of the Board to return original documents to the Sheriff's Office, attention Linda Modell for further processing.

SOURCE OF FUNDING: Drug Enforcement Administration

DISCUSSION:
For the second year, the Oakland Resident Office Task Force has invited the Humboldt County Sheriff's Office to participate in regional activities focused on the identification and eradication of controlled substances. The Task Force is the northern most task force still operated by the United States Department of Justice, Drug Enforcement Administration (DEA). The Task Force has identified illegal controlled substance activities directly linked to the Humboldt County area. The Task Force works to eradicate the illegal operations and trafficking related to Humboldt County.

The Sheriff has agreed to assign experienced staff to the Oakland Resident Office Task Force and participate in regional activities overseen by the DEA. The DEA makes available funding to reimburse overtime and certain expenditures related to the activities. While one deputy is assigned full time to the task force, much of his/her time will be spent working with the local law enforcement including the Humboldt County Drug Task Force.

FINANCIAL IMPACT:

Prepared by Linda Modell CAO Approval Amy Nilsen

REVIEW:
Auditor MBM County Counsel ______ Personnel ______ Risk Manager ______ Other ______

TYPE OF ITEM:
_X_ Consent
___ Departmental
___ Public Hearing
___ Other ___

PREVIOUS ACTION/REFERRAL:

Board Order No. C-14

Meeting of: 7/23/13

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Bass
Seconded by Supervisor Sundberg
And unanimously carried by those members present,
The Board hereby adopts the recommended action contained in this report.

Dated: July 22, 2014
Kathy Hayes, Clerk of the Board

By: Tracy Damico

There will be no impact on the County's General Fund. Funds in the amount not to exceed $17,202.25 are available to reimburse overtime costs associated with Task Force activities. This funding will allow the Sheriff to address the Board's top priority of its Strategic Framework by providing resources that enforce laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT: Drug Enforcement Administration, United States Department of Justice

ALTERNATIVES TO STAFF RECOMMENDATIONS:
The Board could not authorize the Sheriff to sign the agreement. This alternative is not recommended because being part of the Task Force helps enforce laws and regulations in Humboldt County.

ATTACHMENTS:

1. Fiscal Year 2015 Program- Funded State and Local Task Force Agreement;
2. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

FISCAL YEAR 2015 PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN THE HUMBOLDT COUNTY SHERIFF'S OFFICE AND DEA TASK FORCE GROUP (OAKLAND)

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Humboldt County Sheriff's Office (hereinafter "HCSO"). 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 Alameda County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Alameda County, 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 Alameda 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 Task Force Group (Oakland), the Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force Group (Oakland).

3. The one (1) 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) officer assigned to the Task Force Group (Oakland) shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 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 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 one(1) Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office for overtime payments made by it to one (1) Humboldt County Sheriff's Office 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 $17,374.25), 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 Humboldt County Sheriff's Office charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office 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 Humboldt Sheriff's Office 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 Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Humboldt County Sheriff's Office 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 Humboldt County Sheriff's Office 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 29, 2015. 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 the Humboldt County Sheriff's Office during the term of this agreement.

For the Drug Enforcement Administration:

______________________________ Date:__________

Name: Jeffrey J. Fitzpatrick

____

Title: Special Agent in Charge – San Francisco Field Division

For the Humboldt County Sheriff's Office

______________________________ Date: __________

Name: Michael T. Downey

____

Title: Sheriff

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 from. 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 appropriate 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 subrecipients 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 Prt 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 convinced 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:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date