

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

This agreement is made this 1<sup>st</sup> day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Bakersfield Police Department (hereinafter "BPD"). 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 Bakersfield, California area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Bakersfield, the parties hereto agree to the following:

1. The Task Force Group (Bakersfield) will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the Bakersfield 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 (Bakersfield), the Bakersfield Police Department agrees to detail four (4) experienced officers to the Task Force Group (Bakersfield) for a period of not less than two years. During this period of assignment, the four (4) Bakersfield Police Department officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force Group (Bakersfield).

3. The four (4) Bakersfield Police Department officers assigned to the Task Force Group (Bakersfield) 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 (Bakersfield).

4. The four (4) Bakersfield Police Department officers assigned to the Task Force Group (Bakersfield) 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 Group (Bakersfield), DEA will assign three (3) Special Agents to the Task Force Group (Bakersfield). 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 Bakersfield Police Department officers assigned to the Task Force Group (Bakersfield). 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 (Bakersfield), the Bakersfield Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force Group (Bakersfield), and for making all payments due them. DEA will, subject to availability of funds, reimburse the Bakersfield Police Department for overtime payments made by it to four (4) Bakersfield Police Department officers assigned to the Task Force Group (Bakersfield) 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 Bakersfield Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Bakersfield 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 Bakersfield 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 Bakersfield 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 Bakersfield 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 Bakersfield 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 Bakersfield Police Department acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Bakersfield 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 Bakersfield 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, 2018. 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 Bakersfield Police Department during the term of this agreement.



For the Drug Enforcement Administration:

  
Name: John J. Martin

Date: 7/7/17

Title: Special Agent in Charge – San Francisco Field Division

For the Bakersfield Police Department:

  
SIGNATURE

Date: 7/15/17

Lyle D. Martin  
PRINT NAME

Chief of Police  
PRINT TITLE