

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

191



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
08/13/09

SUBJECT: Approval of a Memorandum of Understanding with the U.S. Department of Justice for the Sheriff's Continued Participation on the Riverside Drug Task Force

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the FY 2009-10 Memorandum of Understanding (MOU) with the U.S. Department of Justice, Drug Enforcement Administration (DEA), for the Sheriff's continued participation as a member of the Riverside Task Force, and authorize the Sheriff to sign all copies of the MOU.
2. Authorize the Sheriff to sign all future MOUs for participation on this Task Force, provided that the County's level of participation does not increase.

BACKGROUND: For over 10 years, the Sheriff's Special Investigations Bureau (SIB) has been a participating member, with a number of other inland empire law enforcement agencies, on the DEA's Riverside Task Force, aka LA-HIDTA 50.

(Continued on Page 2)
BR 10-016

Will Taylor

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$490,910	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$410,075	Budget Adjustment:	No
	Annual Net County Cost:	\$422,378	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: General Fund and Federal	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: *Robert Tremaine*
 Robert Tremaine
County Executive Office Signature

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | District: All | Agenda Number: **3.41**

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Sheriff's SIB devotes three Investigators for two year tours of duty to the Riverside Task Force, a DEA drug trafficking initiative, which disrupts the illicit drug traffic in the Riverside/San Bernardino County Area by immobilizing targeted violators and trafficking organizations; gathering and reporting intelligence data related to drug trafficking, and conducting undercover operations. Other participating agencies on this task force include the Fontana, Rialto and Riverside Police Departments, Immigration and Customs Enforcement, the Internal Revenue Service and the San Bernardino County Sheriff's Department.

In addition to the sworn personnel, the Sheriff's Department contributes the full time clerical services of an Office Assistant III position. Subject to funding availability, the DEA will reimburse the County for the Investigators overtime, with a cost limit of \$16,903.25 per Investigator, and will reimburse up to \$30,125 for the Office Assistant position. In addition, the DEA will be financially responsible for office space and supplies, investigative equipment, the purchase of evidence and information and training/travel expenses.

The current year total cost includes only regular salaries and benefits and overtime expense. The Annual Net County Cost includes a 3% increase.

**STANDARD
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this _____ day of _____, 20____, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Riverside County Sheriff's Department (hereinafter "RSD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Riverside/San Bernardino County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Riverside/San Bernardino County, the parties hereto agree to the following:

1. The Riverside Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Riverside/San Bernardino 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 Riverside Task Force, the RSD agrees to detail three (3) experienced officers to the Riverside Task Force for a period of not less than two years. During this period of assignment, the three (3) officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The three (3) 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 three (3) officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the Riverside Task Force, DEA will assign two (2) 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 three (3) 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 Riverside State/Local Task Force, the RSD will remain responsible for establishing the salary and benefits, including overtime, of the three (3) officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the RSD for overtime payments made by it to three (3) officers assigned to the Riverside 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 \$16,903.25), per officer.

7. To accomplish the objective of the Task Force, the RSD agrees to assign one clerical employee to support the Task Force. During the period of assignment, the RSD will remain responsible for establishing the salary and benefits, including overtime, of the clerical employee, and for making all payments due him/her. DEA will, subject to availability of appropriated funds, reimburse the RSD for its costs in providing clerical support to the Task Force, up to a sum not to exceed \$30,125.00 for salary, benefits and overtime.

8. In no event will the RSD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The RSD 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.

10. The RSD 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 RSD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

11. The RSD 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.

12. The RSD 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 RSD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the RSD by DEA until the completed certification is received.

13. 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 RSD 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.

14. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings 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 RSD during the term of this agreement.

For the Drug Enforcement Administration:

Timothy J. Landrum
Special Agent in Charge
Los Angeles Field Division

Date:

For the Riverside County Sheriff's Department:

Date:

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

ATTACHMENTS:

(1). OJP Form 4061/6 (3-91): Certifications Regarding Lobbying; Debarment, Suspensions and Other Responsibility Matters; and Drug Free Workplace Requirements

(2). Roster of Local, State, or Federal Agency Personnel Assigned to the Riverside Task Force



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 form. 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 appropriated 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 sub-recipients 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 Part 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 convicted 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:

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
1500 CASTELLANO ROAD
RIVERSIDE, CA 92509

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

RIVERSIDE TASK FORCE

4. Typed Name and Title of Authorized Representative

Stanley Sniff, Sheriff

5. Signature

6. Date