

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
ORO VALLEY POLICE DEPARTMENT**

This agreement is made this 1st day of October between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Oro Valley Police Department (hereinafter "OVPD"). 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 State of Arizona and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona 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 Arizona.
2. To accomplish the objectives of the DEA Tucson HIDTA Task Force, the OVPD agrees to detail one (1) experienced Officer to the Task Force for a period of not less than two years. During this period of assignment, the OVPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The OVPD Officer assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The OVPD Officer 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 DEA Tucson HIDTA Task Force, DEA will assign eight (8) Special Agents to the Task Force. HIDTA 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 OVPD Officer 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 Tucson HIDTA Task Force, the OVPD will remain responsible for establishing the salaries and benefits, including overtime, of the OVPD Officer assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the OVPD for overtime payments made by it to the one (1) OVPD Officer assigned to the DEA Tucson HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,548), per officer. ***Note: Task Force Officers overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the OVPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The OVPD 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 OVPD 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 OVPD 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 sooner.
10. The OVPD 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 OVPD 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 OVPD acknowledges that this agreement will not take effect and no federal funds will be awarded 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 part with federal money, the OVPD shall clearly state: (1) 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 program or project.

13. The OVPD understands and agrees that HIDTA will provide the OVPD Task Force Officer with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the OVPD personnel, in addition to whatever accident reporting requirements the OVPD may have.

14. While on duty and acting on task force business, the OVPD Officer assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of Task Force Officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on 30 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. HIDTA will be responsible only for obligations incurred by OVPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
 Douglas W. Coleman
 Special Agent in Charge

For the Oro Valley Police Department:

_____ Date _____
 Daniel G. Sharp
 Chief of Police

PASSED and ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this ____ day of _____, 2015.

TOWN OF ORO VALLEY:

Mayor Date _____

APPROVED AS TO FORM:

Town Attorney Date: _____

ATTEST:

Town Clerk Date: _____