

## TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1<sup>st</sup> day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Duluth Police Department ORI#MN0690600 (hereinafter "DPD"). 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 controlled substance pharmaceuticals and/or listed chemicals exists in the Minnesota area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Minnesota, the parties hereto agree to the following:

1. The Tactical Diversion Squad - Minnesota Task Force will perform the activities and duties described below:
  - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Minnesota area;
  - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; 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 Minnesota.
2. To accomplish the objectives of the Tactical Diversion Squad - Minnesota Task Force, the DPD agrees to detail two (2) experienced officer(s) to the Tactical Diversion Squad - Minnesota Task Force for a period of not less than two years. During this period of assignment, the DPD officer(s) will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The DPD officer(s) 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 DPD officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Tactical Diversion Squad - Minnesota Task Force, DEA will assign five (5) Special Agents and one (1) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and DPD officer(s) assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds

for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force Officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Tactical Diversion Squad - Minnesota Task Force, the DPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the DPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the 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 the investigators who incurred overtime for DEA during the 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. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **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 DPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The DPD 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 DPD 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 DPD shall maintain all such reports and records until all litigation, claim, 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 DPD 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 DPD 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 DPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the DPD 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 DPD 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, 2022. 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 DPD during the term of this agreement.

For the Drug Enforcement Administration:

Date:

Justin C. King  
Special Agent in Charge

CITY OF DULUTH a Minnesota municipal corporation

By: \_\_\_\_\_  
Its Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney