

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Duluth Police Department (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 – Minneapolis 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 States of Minnesota.
2. To accomplish the objectives of the Tactical Diversion Squad - Minneapolis Task Force, the DPD agrees to detail one (1) experienced officer(s) to the Tactical Diversion Squad - Minneapolis 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 officers assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Tactical Diversion Squad - Minneapolis Task Force, DEA will assign four (4) 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 - Minneapolis Task Force, the DPD will be 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 agency/department for overtime payments made by it to DPD officer(s) assigned to the Tactical Diversion Squad - Minneapolis 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 \$18,343.75), 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 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 three (3) 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, 2019. 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: _____
Matthew R. Barden
Special Agent in Charge

CITY OF DULUTH

By: _____ Mayor	Countersigned: _____ City Auditor
Date: _____	Date: _____
Attest: _____ City Clerk	Approved as to form: _____ City Attorney
Date: _____	Date: _____