



Chandler · Arizona
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MEMORANDUM

Police Department - Staff Memo No. 2014-067

DATE: AUGUST 27, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
SEAN E. DUGGAN, CHIEF OF POLICE *SD*

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF *DN*

SUBJECT: RESOLUTION NO. 4804 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CHANDLER POLICE DEPARTMENT AND THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR THE CHANDLER POLICE DEPARTMENT'S PARTICIPATION IN THE DEA PHOENIX TASK FORCE

RECOMMENDATION: Staff recommends Council adopt Resolution No. 4804 authorizing an Agreement with the United States Department of Justice, Drug Enforcement Administration (DEA); and authorize the Chief of Police to sign, administer, execute, and submit the Agreement and all documents and other necessary instruments in connection with such Agreement.

DISCUSSION: The United States Department of Justice, Drug Enforcement Administration (DEA) wishes to enter into an agreement with the City of Chandler Police Department to participate in the State and Local Task Force, the DEA Phoenix Task Force. Participation consists of one officer being assigned to the DEA's Task Force. This is an excellent opportunity for the City to collaborate with DEA to combat illicit drug activity. The assigned officer's duties will include general law enforcement activities in conjunction with the Phoenix DEA Task Force. Duties include drug related investigations and arrests, search and seizure, and undercover operations. The DEA will reimburse Chandler up to 25% of the salary of a GS-12 law enforcement officer (current rate is \$17,374.25) for authorized overtime per federal fiscal year for the assigned officer.

FINANCIAL IMPLICATIONS: None, the Police Department already pays 100% of the officer's salary and benefits.

PROPOSED MOTION: Move to adopt Resolution No. 4804 authorizing an Agreement with the United States Department of Justice, Drug Enforcement Administration (DEA); and authorizing the Chief of Police to sign, administer, execute, and submit the Agreement and all documents and other necessary instruments in connection with such Agreement.

Attachments: Resolution No. 4804
Copy of Agreement

RESOLUTION NO. 4804

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF CHANDLER POLICE DEPARTMENT AND THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR THE CHANDLER POLICE DEPARTMENT'S PARTICIPATION IN THE DEA PHOENIX TASK FORCE.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA) is authorized to enter into an Agreement with the City of Chandler, and

WHEREAS, the City of Chandler, through its Police Department, wishes to participate in the DEA Phoenix Task Force.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the City of Chandler Police Department to participate in the DEA Phoenix Task Force.

Section II. THAT the Chief of Police is authorized to sign the Agreement and is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said program. The Chief of Police is authorized to approve and execute, on behalf of the City of Chandler, any such future agreements for this task force not to exceed the duration of the original agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2014.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4804 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2014.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *RA*

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
CHANDLER POLICE DEPARTMENT**

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Chandler Police Department (hereinafter "CPD"). 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 throughout 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 Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona 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 Phoenix Task Force, the CPD 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 CPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The CPD Officer 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 CPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, DEA will assign three (3) 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 CPD 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 Phoenix Task Force, the CPD will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the CPD for overtime payments made by it to the CPD Officer assigned to the DEA Phoenix 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 \$17,374.25), 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 CPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The CPD 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 CPD 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 CPD 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) after termination of this agreement, whichever is later.
10. The CPD 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 CPD 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 CPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the CPD 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 CPD 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 DEA acknowledges that the United States is exclusively liable for any property damage, personal injury, or death, resulting from the negligent or wrongful actions or failures to act on the part of DEA personnel, to the extent provided by the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2401(b), 2671-2680.
14. Each party to the agreement should retain the responsibility to undertake disciplinary action as necessary with respect to its own personnel. In addition, each party to the agreement should retain the responsibility to act as lead agency in investigations of non-criminal misconduct involving its own personnel, unless an employee has been formally deputized as a DEA TFO.
15. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2015. 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 CPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

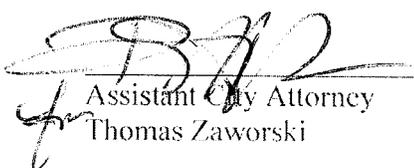
Date _____

For the City of Chandler:



Sean Duggan
Chief of Police

Date 8-27-14



Assistant City Attorney
Thomas Zaworski

Date 8-22-14

Attachment