

## **HIDTA STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 2<sup>nd</sup> day of July 2025, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Corona by and through the Corona Police Department, ORI# CA0331500, (hereinafter "parent agency"). 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 Los Angeles High Intensity Drug Trafficking Area (Los Angeles, Orange, Riverside, and San Bernardino Counties) and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Los Angeles metropolitan area, the parties hereto agree to the following:

- 1 The Southern California Drug Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the LA-HIDTA 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 Southern California Drug Task Force, the parent agency agrees to detail one (1) experienced officer, corporal, or detective (officer) to the Southern California Drug Task Force for a period of not less than two years. During this period of assignment, the parent agency officer will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
- 3 The parent agency 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 parent agency officer assigned to the task force shall be deputized as a task force officer pursuant to 21 USC§ 878.
- 5 To accomplish the objectives of the Southern California Drug Task Force, the DEA will assign Special Agents to the task force. The parties to this agreement understand that financial reimbursement to parent agency is subject to the budgeting, administrative, and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers (including the parent agency officer), and other specified employees (if any). 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 Southern California Drug Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of the parent agency officer assigned to the task force and for making all payments due them. HIDTA will, subject to the availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by the parent agency officer assigned to the task force in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify the parent agency officer who incurred overtime for the task force during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for the parent agency officer, and the total cost for 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 parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency 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 parent agency 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 parent agency shall maintain all such reports and records until all 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 parent agency 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 parent agency 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 parent agency 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 parent agency 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. Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in parent agency vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of parent agency vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.
14. While on duty and acting on task force business, the parent agency officer assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those deputized as Task Force Officer, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 - 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.
15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until September 30<sup>th</sup>, 2026. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

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Matthew W. Allen  
Special Agent in Charge  
Los Angeles Field Division

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Date

For the Corona Police Department:

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Robert Newman  
Chief of Police  
Corona Police Department

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Date