

PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 29th day of March, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lexington Fayette Urban County Government on behalf of Police ORI# KY0340200 (hereinafter "LPD"). 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 Lexington, Kentucky area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

1. The Lexington Resident Office (RO), Financial Investigation Group (FIG) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic and money laundering in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to money laundering and 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 Kentucky.
2. To accomplish the objectives of the Lexington RO FIG, the LPD agrees to detail one (1) experienced officer to the Lexington RO FIG for a period of not less than two years. During this period of assignment, the LPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Lexington RO FIG.
3. The LPD officer assigned to the Lexington RO FIG shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Lexington RO FIG.
4. The LPD officer assigned to the Lexington RO FIG shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Lexington RO FIG, DEA will assign two (2) Special Agents to the Lexington RO FIG. 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 officers assigned to the Lexington Ro FIG. 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. The LPD 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.

7. The LPD 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 LPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

8. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. 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 LPD during the term of this agreement.

For the Drug Enforcement Administration:

J. Todd Scott
Special Agent in Charge

Date: _____

For the Lexington-Fayette Urban County Government

Linda Gorton
Mayor

Date: _____

For the Lexington Division of Police

Lawrence B. Weathers
Chief of Police

Date: _____