

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

HIDTA Task Force Group (KC) (GP 43)

City of Lee's Summit Police Department

This agreement is made this ____ day of _____, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lee's Summit, Missouri by and through the Lee's Summit Police Department (hereinafter "LSPD"). 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 metropolitan Kansas City area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Kansas City the parties hereto agree to the following:

1. The HIDTA Task Force Group (HTFG) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Kansas City 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 States of Kansas and Missouri.
2. To accomplish the objectives of the HTFG, the LSPD agrees to detail one (1) experienced officer(s) to the HTFG for a period of not less than two years. During this period of assignment, the LSPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The LSPD officers 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 LSPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HTFG, DEA will assign five (5) Special Agents to the task force. HIDTA 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 LSPD officers 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 HTFG, the LSPD will remain responsible for establishing the salaries and benefits, including overtime, of the LSPD officers assigned to the task force and for making

all payments due them. HIDTA will, subject to availability of funds, reimburse the LSPD for overtime payments made by it to the LSPD officers assigned to the HTFG for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$17,753.00, per officer. Note: Task Force Officers overtime “shall not include any costs for benefits, such as retirement, FICA, and other expenses.”

7. In no event will the LSPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The LSPD 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 LSPD 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 LSPD shall maintain all such reports and records until all litigation, claims, 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 LSPD 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 LSPD 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 LSPD 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 LSPD 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. The LSPD understands and agrees that HIDTA will provide the LSPD Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the LSPD personnel, in addition to whatever accident reporting requirements the LSPD may have.

14. While on duty and acting on task force business, the LSPD officers 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 HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. Assets seized during Task Force investigations will be forfeited under 21 USC 881 and will be shared among the parties to this agreement in accordance with the Attorney General's Guidelines on Seized and Forfeited Property. The parties agree that the DEA Special Agent in Charge or his designee, in his recommendation on the DAG Form 72, will describe the contribution of each member of the HTFG. Each DAG Form 71 from the LSPD will include the number of man hours worked, further adjusted by qualitative factors which support the level of participation being reported. All parties to this agreement acknowledge, however, that the disposition of assets forfeited under federal law is with the discretionary authority of the Department of Justice.

16. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2017. This agreement may be terminated by either party on 30 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. HIDTA will be responsible only for obligations incurred by the LSPD during the term of this agreement.

For the Drug Enforcement Administration:

James P. Shroba
Special Agent in Charge

Date: _____

For the City of Lee's Summit, Missouri:

Randall L. Rhoads
Mayor

Date: _____

Date: _____

Travis Forbes

Chief of Police