

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

**Drug Enforcement Administration
St. Louis Division
Kansas City District Office (KCDO)
City of Lee's Summit, MO Police Department**

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lee's Summit, Missouri 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 KCDO Task Force 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 KCDO Task Force, the LSPD agrees to detail one (1) experienced officer(s) to the KCDO Task Force 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 KCDO Task Force, DEA will assign fifteen (15) 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 KCDO Task Force, 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 KCDO 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 \$18,434.75), 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 audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.

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.

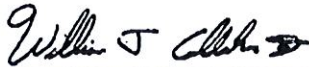
13. The LSPD understands and agrees that HIDTA will provide the LSPD Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially 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. The term of this agreement shall be effective from the date specified in paragraph number one until September 30, 2019. 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:



William J. Callahan, III
Special Agent in Charge

Date: AUG 14 2018

For the City of Lee's Summit, Missouri Police Department:



Travis Forbes
Chief

Date: 6-22-18

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/KCDO/HIDTA TF Group 43
7600 College Blvd., Suite 100
Overland Park, KS 66210

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lee's Summit Police Department
10 NE Tudor Rd
Lee's Summit, MO 64086

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Chief Travis Forbes

5. Signature



6. Date

8-22-18

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