

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$73,457.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of a grant received from the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area Investigative Support Center Initiative for use by the Jackson County Sheriff's Office and authorizing the County Executive to execute a Memorandum of Understanding with the Kansas Bureau of Investigation, the grant's fiscal agent.

ORDINANCE NO. 4771, September 14, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the United States Executive Office of the President's Midwest High Intensity Drug Trafficking Area (HIDTA) Investigative Support Center has allocated a total of \$73,457.00, for an intelligence analyst to be hired by the Jackson County Sheriff's Office, for the period of October 1, 2015, to September 30, 2016; and,

WHEREAS, the attached Memorandum of Understanding with the Kansas Bureau of Investigation, which will serve as the Fiscal Agent for this grant, provides a suitable mechanism by which to implement this arrangement; and,

WHEREAS, an appropriation is necessary to place these grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the undesignated fund balance of the 2015 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund HIDTA - High Intensity Drug Trafficking Area			
010-4216	45408 - Increase Revenue	\$73,457	
010-2810	Undesignated Fund Balance		\$73,457
010-2810	Undesignated Fund Balance	\$73,457	
010-4216	55010 - Regular Salaries		\$38,313
010-4216	55030 - Overtime		\$10,090
010-4216	55040 – FICA		\$ 2,931
010-4216	55050 – Pension		\$ 5,517
010-4216	55060 – Insurance		\$ 5,170
010-4216	56630 – Rent – Auto Equipment		\$ 7,140
010-4216	56643 – Mobile Phone/Pager Rental		\$ 1,830
010-4216	57110 – Gasoline		\$ 2,466

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Kansas Bureau of Investigation and any and all other documents necessary to give effect to this grant.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

[Signature]
Chief Deputy County Counselor

[Signature]
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4771 introduced on September 14, 2015, was duly passed on September 14, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

9.14.15
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4771.

9/15/15
Date

[Signature]
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$73,457.00

September 9 2015
Date

[Signature]
Director of Finance and Purchasing

Hager

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT**HIDTA Task Force Group (KC – Clan Lab) (43)****Jackson County Sheriff's Office**

This agreement is made this 1st day of October, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Jackson County Sheriff's Office (hereinafter "JACSO"). 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 JACSO 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 JACSO officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The JACSO 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 JACSO 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 JACSO 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 JACSO will remain responsible for establishing the salaries and benefits, including overtime, of the JACSO officers assigned to the task force and for

making all payments due them. HIDTA will, subject to availability of funds, reimburse the JACSO for overtime payments made by it to the JACSO 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 \$17,548.00, 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 JACSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The JACSO 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 JACSO 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 JACSO 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 JACSO 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 JACSO 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 JACSO 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 JACSO 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.

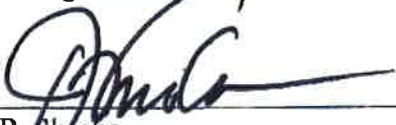
13. The JACSO understands and agrees that HIDTA will provide the JACSO Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be 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 JACSO personnel, in addition to whatever accident reporting requirements the JACSO may have.

14. While on duty and acting on task force business, the JACSO 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 JACSO 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, 2016. 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 JACSO during the term of this agreement.


For the Drug Enforcement Administration:



James P. Shroba
Special Agent in Charge

Date: 8-14-15

For the Jackson County Sheriff's Office:



Mike Sharp
Sheriff

Date: 8/26/15



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts, under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

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

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(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
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 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**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 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:

Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Sheriff Mike Sharp

5. Signature



6. Date

8/26/15