

RE: DEA HIDTA and Local Task Force Agreement

Background:

In March of 2024, the Nixa Police Department was approached about a partnership between the police department and the United States Department of Justice, Drug Enforcement Administration (DEA) in which the Nixa Police Department would assign a commissioned police officer to work directly with the DEA as a task force officer.

The goal of this task force is to disrupt illicit drug traffic in the Greater Springfield Metro area and beyond, by targeting violators and trafficking organizations. The Task force will gather intelligence relating to trafficking of dangerous drugs and narcotics, use undercover operations, and traditional investigative methods that result in prosecution of offenders in of courts of the United States and the State of Missouri.

Analysis:

The DEA heads this task force in our geographic area which includes law enforcement officers from multiple local agencies. This task force is made possible by grant funding provided by the federal government for High Intensity Trafficking Areas (HIDTA). These grants provide the participating agencies with reimbursement funding to cover the costs associated with assigning the officer to the task force. The approximate breakdown of the grant funding is as follows:

Salary- \$33,088.00 Fringe benefits- \$12,747.00 Fuel- \$3,063.00 Cell Phone- \$1,000.00
Overtime- \$20,707.00

Once the Nixa Police Department enters into this agreement, there is an expectation the officer will participate in the task force for a minimum of a 3 to 5-year commitment. The assigned officer will remain an employee of the City of Nixa and retain all their benefits as such. They will work out of the DEA office day to day and check in with their Police Department supervisor on a regular basis.

In addition to the grant funding outlined above, the Nixa Police Department is also eligible to receive a portion or percentage of all forfeiture monies associated with cases that the task force officer participated in or worked on. These monies could far exceed the costs associated with assigning an officer to the task force. However, these funds are not guaranteed, and are highly dependent on the individual case factors and successful prosecution.

Another benefit of assigning an officer to this task force are the additional resources that comes from a partnership with a federal law enforcement entity such as manpower, investigative tools, and equipment.

Recommendation:

City Attorney Woodman has reviewed the draft agreement. It is staff's recommendation the City of Nixa/Nixa Police Department enter into this agreement.

MEMO SUBMITTED BY:

Joe Campbell | Chief of Police

jcampbell@nixa.com | 417-725-2510

RESOLUTION NO. 2024-18

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE UNITED STATES**
3 **DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (“DEA”) TO**
4 **AUTHORIZE THE CITY’S PARTICIPATION IN A DEA TASKFORCE.**
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7 **WHEREAS** the City’s Police Department has been approached regarding a
8 partnership between the Department and the DEA in which the City would assign a
9 commissioned police officer to work directly with the DEA as a task force officer; and
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11 **WHEREAS** the task force has been established to disrupt illicit drug traffic in the
12 Greater Springfield Metro area; and
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14 **WHEREAS** the City Council desires to authorize the execution of the contract
15 attached hereto as “Resolution Exhibit A”.
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17 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**
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20 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
21 designee, to enter into a “HIDTA State and Local Task Force Agreement” with DEA. Said
22 agreement to be in substantially similar form as the document attached hereto, and
23 incorporated herein by this reference, as “Resolution Exhibit A.”
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25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Resolution.
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29 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.
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34 **[Remainder of page left intentionally blank. Signatures follow on the next page.]**
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RESOLUTION NO. 2024-18

47 **ADOPTED BY THE COUNCIL THIS 8th DAY OF April, 2024.**

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ATTEST:

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PRESIDING OFFICER

CITY CLERK

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55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2024.**

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ATTEST:

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MAYOR

CITY CLERK

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63 APPROVED AS TO FORM:

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CITY ATTORNEY

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Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the _____ for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of 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 _____ charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The _____ 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 _____ 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 _____ shall maintain all such reports and records until all litigation, claim, 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ understands and agrees that HIDTA will provide the _____ 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 _____ personnel, in addition to whatever accident reporting requirements the _____ may have.

14. While on duty and acting on task force business, the _____ 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 in paragraph number one until September 30, 20___. 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 _____ during the term of this agreement.

For the Drug Enforcement Administration:

Name

Date: _____

Title

For the _____

Name

Date: _____

Title