

AI-38762**4. d. 2.****Commissioners Court****Meeting Date:** 09/15/2014

HIDTA Task force Agreement

Submitted By: Vicki Wheatley**Department:** Sheriff's Office**Request Type:** CONSENT**Agenda Area:** Agreement

Information**Department Action**

I am asking for your consent to renew the 2015 agreement between the Collin County Sheriff's Office and the United States Department of Justice, Drug Enforcement Administration (DEA). I recommend we enter into this cooperative agreement concerning the use of controlled substances under the federal provision. Approval of this renewal will extend this contract from October 1, 2014 through and including September 30, 2015.

Any overtime and task force related expenses are reimbursed to the County at a rate not to exceed \$17,374.25. Our participation will enable the Sheriff's Office to respond to the larger more complex narcotic operations in our area. These types of investigations are difficult and costly to investigate as a single agency. Participation also allows our office access to any asset forfeitures common in these types of crimes.

Assigning a single investigator will not have a negative impact on the day to day operations of the unit.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding renewal agreement for participation in the FY2015 HIDTA State & Local Task Force Agreement, concerning the use of controlled substances under the federal provision and participate in a local federal narcotic enforcement task force, investigate organized narcotic activity, as it relates to the drug problem in Collin County, and file criminal charges on suspects in the federal court system. Any task force approved overtime and expenses are reimbursed back to Collin County. The performance period is October 1, 2014 through September 30, 2015 and further authorize the County Judge to finalize and execute same. jd

HR and/or IT Action**Budget Department Action**

HIDTA (DEA) Task Force grant in the amount of \$17,374.25 for any overtime and task force related expense reimbursement. No County match required.

Auditor's Office Action

Grant agreement reviewed by Grant Review Committee.

Commissioners Court

2015 State and Local Task Force Agreement - HIDTA with the United States Department of Justice, Drug Enforcement Administration (DEA) and further authorize the County Judge to finalize and execute same, Sheriff.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$17,374.25

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: ~~001-5001-640.40-10~~
101-5113-640-40 15

Fund Transfers

Remarks:

Attachments

Draft Court Order

Memo

Grant Summary Form

Agreement

Grant Review Committee form

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: 2015 State and Local Task Force Agreement – Sheriff’s Office

On **September 15, 2014** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

**Keith Self
Mark Reid
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of the 2015 State and Local Task Force Agreement – HIDTA with the United States Department of Justice, Drug Enforcement Administration (DEA).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of the 2015 State and Local Task Force Agreement – HIDTA with the United States Department of Justice, Drug Enforcement Administration (DEA) and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Mark Reid, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

OFFICE OF THE SHERIFF
4300 Community Avenue
McKinney, TX 75071

MEMORANDUM

DATE: August 25, 2014
TO: Commissioners' Court
FROM: Sheriff Terry G. Box *TGB*
RE: HIDTA Task Force Agreement

Attached is the renewal agreement for participation in the 2015 HIDTA (DEA) Task Force. I recommend we enter into this cooperative agreement concerning the use of controlled substances under the federal provision.

Any overtime and task force related expenses are reimbursed to the County at a rate not to exceed \$17,374.25. Our participation will enable the Sheriff's Office to respond to the larger more complex narcotic operations in our area. These types of investigations are difficult and costly to investigate as a single agency. Participation also allows our office access to any asset forfeitures common in these types of crimes.

Assigning a single investigator will not have a negative impact on the day to day operations of the unit.

TGB/th

Collin County Grant Summary Form

Department Name Click here to enter text		Submit completed form along with one <u>electronic copy</u> of the grant application and all supporting documentation to the Auditor's Office not less than 14 days prior to the scheduled Commissioner Court meeting. If you have any questions contact Janna Caponera at (972) 548-4638.
Contact Person (Grant Liaison) Mark Sanderson		
Title Major	Phone/ Extension 5109	

Grant Description		
Grant Title and Funding Year 2015 HIDTA State & Local Task Force Agreement	Funding Source <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other: Info, if checked	Application Type <input type="checkbox"/> New Grant <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment
Grantor (include sub-granting agencies) Drug Enforcement Administration (DEA)	Payment Method <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other: Info, if checked	
Application/Award Deadline N/A	Requested Comm. Court Date September 15, 2014	Grant Period October 1, 2014 to September 30, 2015

Brief Description
Agreement to participate in a local federal narcotic enforcement task force. To investigate organized narcotic activity, as it relates to the drug problem in Collin County, and file criminal charges on suspects in the federal court system. Any task force approved overtime and expenses are reimbursed back to Collin County at a rate not to exceed \$17,374.25.

Grant Categories / Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	Total
Personnel						
Operating	\$17,374.25					\$17,374.25
Capital Equipment						
Indirect Costs						
Total						\$17,374.25
FTEs						

Performance Measures Applicable Outcome Measures	FY 2014 Progress to Date				FY 2015 Projected
	Q1	Q2	Q3	Q4	
Enter program objective/measure					
N/A					
Enter program objective/measure					
Enter program objective/measure					

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the management of any funds awarded to the County under this grant, and will adhere to any policies and procedures set forth by the Grantor and its related agencies or agents, as well as those of the County, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- Grant Summary Form
- Memo of request to Commissioner Court for application/award acceptance and approval
- An electronic copy of the original, completed Application/Award
- Court Order (for award only)
- All attachments, back-up documentation or amendments to be submitted to the Grantor in support of the application

Completed by: Major Mark Sanderson		8-25-14 Date
Department Head / Designee Printed Name	Signature	Date

2015 State and Local Task Force Agreement

Dallas Field Division HIDTA Group 2 Collin County Collin County Sheriff's Office

This agreement is made this 1st day of October 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Collin County Sheriff's Office (hereinafter "CCSO"). 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 North Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The HIDTA Group 2 Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Texas 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 State of Texas.
2. To accomplish the objectives of the HIDTA Group 2 Task Force, the CCSO agrees to detail eight (1) experienced officer(s) to the HIDTA Group 2 Task Force for a period of not less than two years. During this period of assignment, the CCSO officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The CCSO 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 CCSO 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 HIDTA Group 2 Task Force, DEA will assign Three (3) 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 CCSO 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 HIDTA Group 2 Task Force , the CCSO will remain responsible for establishing the salaries and benefits, including overtime, of the CCSO officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, **reimburse the CCSO for overtime payments made by it to the CCSO** officers assigned to the HIDTA Group 2 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 \$17,374.25, per officer. ***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 CCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The CCSO 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 CCSO 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 CCSO shall maintain all such reports and records until all litigation, claim, 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 CCSO 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 CCSO 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 CCSO 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 CCSO 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. While on duty and acting on task force business, the CCSO 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.

14. The term of this agreement shall be effective from the date in paragraph number one until **September 30, 2015**. 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 CCSO during the term of this agreement.

For the Drug Enforcement Administration:

Daniel R. Salter
Special Agent in Charge

Date: _____

For the Collin County Sheriff's Office

Sheriff

Keith Self, County Judge
Collin County Texas

Date: _____