

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF RICHMOND HEIGHTS, MISSOURI REGARDING DRUG ENFORCEMENT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights, Missouri is hereby authorized and directed to sign, on behalf of the City, an agreement with the United States Department of Justice, Drug Enforcement Administration (DEA) concerning assignment of one of its detectives to the drug task force of the DEA.

SECTION 2. The Clerk of the City of Richmond Heights is hereby authorized and directed to attest said agreement and to affix the Official Seal of the City thereto.

SECTION 3. The Agreement authorized for execution and attestation shall be in substantially the form and contain the words and figures as per Exhibit "A" which is attached hereto and made a part of this Ordinance as if fully set out herein.

SECTION 4. This ordinance shall be in full force and effect on the 31st day from and after the date of its passage.

PASSED and SIGNED this 17th day of August, 2009.

JAMES J. BECK
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

APPROVED AS TO FORM:

KENNETH J. HEINZ
CITY ATTORNEY

First reading: August 3, 2009
Second reading: August 17, 2009

Exhibit A

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first day of October 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the [Richmond Heights Police Department \(hereinafter "RHPD"\)](#).

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the St. Louis area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of St. Louis, the parties hereto agree to the following:

1. The St. Louis Enforcement Group 2 (St. Louis Major Investigation Conspiracy Group) (MICG) Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the St. Louis 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 Missouri.
2. To accomplish the objectives of the MICG, the [RHPD](#) agrees to detail [one \(1\)](#) experienced officer to the MICG for a period of not less than two years. During this period of assignment, the [RHPD](#) officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The [RHPD](#) officer 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 [RHPD](#) officer assigned to the task force shall be deputized as a task force officer of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the MICG Task Force, DEA will assign [eight \(8\)](#) 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 [RHPD](#) officer 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 MICG, the RHPD will remain responsible for establishing the salaries and benefits, including overtime, of the MICG officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the RHPD for overtime payments made by it to the MICG officers assigned to the MICG 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 \$16,903.25, per officer.

7. 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 71, will describe the contribution of each member of the RHPD State and Local Task Force. Each DAG Form 71 from the RHPD 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.

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

9. The RHPD 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.

10. The RHPD 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 RHPD 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.

11. The RHPD 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.

12. The RHPD 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 RHPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

13. 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 RHPD 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.

14. The RHPD understands and agrees that HIDTA will provide the HIDTA Task Force Officer with a vehicle suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicle and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicle 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 vehicle furnished to the RHPD personnel, in addition to whatever accident reporting requirements the RHPD may have.

15. While on duty and acting on task force business, the RHPD officer 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, 28 U.S.C. 2401 (b) 2671-2680.

16. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on 30 days advance written notice. Billings 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 RHPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____
Harry S. Sommers
Special Agent in Charge
St. Louis, Division

For the City of Richmond Heights, MO:

_____ Date: _____
JAMES J. BECK, MAYOR

For the Richmond Heights Police Department:

_____ Date: _____
Chief Richard Vilcek