

AGREEMENT

This AGREEMENT entered on this the _____ day of _____, 2022 between the Pennyriple Narcotics Task Force (hereinafter "PNTF"), and Ohio County Sheriff Office (hereinafter "OCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exist in the Western Kentucky area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Western Kentucky, the parties hereto agree to the following:

1. The PNTF will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Western Kentucky area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to the 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 PNTF's activities will result in effective prosecution before the courts of the United States of America and the Commonwealth of Kentucky;
 - d. that PNTF will support and/or assist all federal, state, and local law enforcement agencies in their efforts to combat illegal drugs in the Commonwealth of Kentucky.
2. To accomplish the objectives of the PNTF, the OCSO agrees to detail assign one (1) experienced detective to the PNTF for a period of not less than one year. During this period of assignment, the OCSO officer will be under the direct supervision and control of the PNTF supervisory personnel.
3. The OCSO officer assigned to the PNTF shall adhere to PNTF policies and procedures. Failure to adhere to PNTF policies and procedures shall be grounds for PNTF to terminate the assignment and return the officer to OCSO.
4. The OCSO officer assigned to the PNTF shall be deputized as a detective of the PNTF pursuant to KRS 65.210 to 65.300.
5. To accomplish the objectives of the PNTF, the PNTF will, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the OCSO officer assigned to the PNTF. This support will include: office space, office supplies, travel funds, funds for purchase of evidence and information, investigative equipment, and other support items. For Fiscal year 22-23, the Task Force agrees to pay \$1 1,250.00 towards the detectives salary.

6. During the period of assignment to the PNTF, the OCSO will remain responsible for the salary and benefits, of the deputy assigned to the PNTF, and for making all payments due him.
7. In no event will the OCSO charge any indirect cost rate to PNTF for the administration or implementation of the agreement.
8. The OCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement. The OCSO shall permit and have readily available for examination and auditing by PNTF or Kentucky Justice Cabinet any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement.
9. The term of this agreement shall be from the date of signature by representatives of both parties and shall continue for (1) one year. This agreement will be signed on a yearly basis. This agreement may be terminated

The Department agrees to the following grant related restrictions:

1. Payments must be tied to actual expenses. Documentation must be available and provided to PNTF and/or the Justice and Public Safety Cabinet's Grants Management Division (GMO) upon request.
2. Project related funds, both federal funds and match, must be accounted for in a way that can be tracked by the funder.
3. Each person assigned to work on Task Force cases and activities will keep contemporaneous time and activity logs. Time and activity logs must be signed by both the person submitting the time and activity log and a supervisor.
4. Compensation will only be provided for drug investigations and other PNTF related activities. The Department will not request reimbursement for any non-drug Task Force related activities, even if performed by an officer assigned to the Task Force.
5. A job description, specific to the duties and responsibilities of the Task Force position. shall be provided by PNTF for each officer assigned to the Task Force.
6. The Department and the consolidated local government, county fiscal court, or the city legislative body. as appropriate. must provide a completed non-supplanting certification (Attachment A) to PNTF and GMO annually upon renewal of this Agreement. This certificate shall provide assurance that any grant funds provided by PNTF to the Department are not a replacement for local or state funds, but that the funds expand or enhance what would otherwise exist.

7. If the Department needs to backfill a position that is vacant as a result of assignment to the Task Force the Department agrees to provide a completed non-supplanting certification (Attachment A) to PNTF and GMO.
8. Compensation for the salary and other project related expenses of a Department officer will only be provided for the period of time the Department officer is actually assigned to and performing Task Force related duties. A request for reimbursement for such expenses, when a position is vacant, will not be made.
9. If the Department is not involved in the Task Force for the full 12-month period covered by the award, any payment request shall be prorated based on time actually spent on the project.
10. Documentation must be kept of cases investigated. If upon review or monitoring, a case or activity has not been documented, reimbursement for time spent on the undocumented case or activity may not be requested.
11. If Department officers assigned to the Task Force are contract employees, they may not be compensated at a rate over the federal allowable rate of SB1.25 per hour or \$650 a day.
12. The Department shall comply with the same grant restrictions and monitoring conditions applicable to PNTF on the subject grant..
13. If the Department or any Department officer becomes aware of any fraud, waste, or abuse, a prompt report shall be made to the GMO. The Department shall provide notice of this requirement to any Department officer assigned to the Task Force.
14. The programs associated with the Award will be funded contingent upon the availability of funds designated for the programs by the Commonwealth.
15. The Commonwealth may terminate the Award, discontinue payments, or take other appropriate actions, if it finds a substantial failure to comply with Award conditions, applicable Commonwealth policies, and/or relevant state and federal statutes or regulations.
16. The Department shall ensure that each award will be accounted for separately and funds specifically budgeted and/or received for one project may not be used to support another. Commingling of funds is prohibited.
17. The Department shall maintain an adequate accounting system that allows it to maintain documentation to support all receipts and expenditures of federal funds.

For Pennyrile Narcotics Task Force:

David Thompson
Director

For Ohio County Sheriff Office:

Tracey Beatty
Sheriff

Witness to Agreement:

David Johnston
Ohio County Judge Executive