

Request for Legislative Action

Ord. #5509

Sponsor: Theresa Cass Galvin

Date: May 17, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5509
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	5/17/2021

Introduction
Action Items: ['Appropriate']
Project/Title:
Organized Crime Drug Enforcement Task Force (OCDETF)

Request Summary
<p>The Jackson County Drug Task Force (JCDF) and Drug Enforcement Administration, are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Double Kneecap, for the period of April 1, 2021 through September 30, 2021. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with the investigation.</p> <p>Please appropriate \$20,000 from the undesignated fund balance of the Anti-Crime Sales Tax Fund into:</p> <p>008-4133-55030</p>

Contact Information			
Department:	Jackson County Drug Task Force	Submitted Date:	5/10/2021
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information			
Amount authorized by this legislation this fiscal year:			\$20,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$20,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4133 (Organized Crime Drug Enforcement)	45792 (Organized Crime/DTF)	\$20,000

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Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4133 (Organized Crime Drug Enforcement)	55030 (Overtime Salaries)	\$20,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
4959	February 27, 2017
4960	March 20, 2017
4973	April 24, 2017
5063	December 11, 2017
5072	January 29, 2018
5192	January 22, 2019
5193	January 22, 2019
5194	January 22, 2019
5195	January 22, 2019
5196	January 22, 2019
5324	April 6, 2020
5411	September 28, 2020
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%

Request for Legislative Action

VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History
Cari Beeman at 5/10/2021 10:44:36 AM - [Submitted] Department Director: Dan Cummings at 5/10/2021 2:01:59 PM - [Approved] Finance (Purchasing): Barbara J. Casamento at 5/10/2021 3:00:56 PM - [Not applicable] Audit: Katie M. Bartle at 5/10/2021 3:36:57 PM - [Approved eRLA #69] Finance (Budget): Sarah L. Matthes at 5/11/2021 7:56:41 AM - [Approved] Legal: Elizabeth Freeland at 5/13/2021 12:27:51 PM - [Approved]

Supplemental Appropriation Request Jackson County, Missouri

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

5509

Date: May 11, 2021

ORD # _____

Department / Division	Character/Description	From	To
Anti-Crime Sales Tax Fund - 008			
4133 - OCDEF	45792 - Increase Revenues	20,000	
32810	Undesignated Fund Balance		20,000
32810	Undesignated Fund Balance	20,000	
4133 - OCDEF	55030 - Overtime		20,000
<div style="border: 1px solid black; padding: 2px; display: inline-block; background-color: #e0f0e0;"> APPROVED <small>By Sarah Matthes at 7:55 am, May 11, 2021</small> </div>		\$ 40,000	\$ 40,000

Budgeting

LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice
United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eastleton Courthouse 111 S. 10th Street, Suite 20.333
St. Louis MO 63102

Tel: 314-539-2200
Fax: 314-539-2312

Capt. Danny Cummings
Jackson CO DTF (KCMO)
415 E. 12th Street, 9th Floor
Kansas City MO 64106

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year FY-21

Dear Capt. Danny Cummings:

The West Central Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Jackson CO DTF (KCMO) under the following terms:

OCDETF Case #: WC-MOW-0364
Operation: DOUBLE KNEECAP
Dates of the Agreement: 04/01/2021 through 09/30/2021 (FY-21)
Funding Amount (\$): \$20,000.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
*Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement For Fiscal Year FY-21

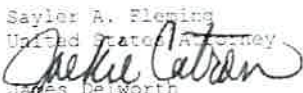
A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$19,180.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning 10/01/2020). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. An agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Eirkelbach, Adam at 314-538-4600.

Very truly yours,

Saylor A. Fleming
United States Attorney

James Delworth
OCDETF Regional Director
West Central Region

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
 FY 2021 Agreement
 FOR THE USE OF THE STATE OR LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 028546940 ✓
 Federal Tax Identification #: 44-8000524

Rural* Y N
 DC#: X-32-

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.
\$ 20,000.00
 Number of Officers Listed: 18 ✓

OCDETF Investigation / Strategic Initiative
 Number: WC-MOW-0364
 Operation Name: Double Kneecap
 Operation Zip Code(s): 66101

From: April 1, 2021
Beginning Date of Agreement
 To: September 30, 2021
Ending Date of Agreement

Federal Agency Investigations:
 Number: IE-20-0183

State or Local Organization
 Narcotics Supervisor: Danny R. Cummings
 Telephone Number: (816) 503-4725
 E-mail Address: dcummings@jcdtf.com

State or Local Organization Name:
Jackson County Drug Task Force
 Address to receive OCDETF paperwork (no PO Boxes):
 Attention: ** Carl Beeman (JCOTF)
415 E. 12th St.
Kansas City, MO 64106

Sponsoring Federal Agency(ies):
DEA

Sponsoring Federal Agency
 Group/Squad Supervisor: DEA/GS Holder
 Telephone Number: (571) 387-2587
 E-mail Address: michael.s.holder@usdoj.gov

Please provide the name, telephone number, and email address for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Cari Beeman
 Telephone Number: (816) 503-4713
 E-mail Address: cbeeman@jcdtf.com

Agreement (FY21), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>

**Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
 FY 2021 Agreement Initial Funding Form
 FOR THE USE OF THE STATE OR LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

OCDETF Case #: WC-MOW-0364

Amount Requested: \$ 20,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance
 Takedown
 Trial/Court
 Wire:
 Approved Pending
 Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 50.00</u>	<u>400.00</u>	<u>\$ 0.00</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Jackson County Drug Task Force is providing support for the Federal T-III, including, but not limited to, surveillance, wire, take-down (if necessary) and court.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [Signature] 901 O.I.C. 04/27/21
Authorized State or Local Official Title Date

Print Name

Approved By: [Signature] 4-27-2021
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Todd Zimmerman
Print Name

Approved By: [Signature] for ADAM ZIRKELBACH 4/29/21
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: [Signature] 5-4-21
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Approving Official: _____
OCDETF Executive Office Date

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
OCDETF State and Local Overtime Policies and Procedures**

West Central Region Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation or **multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations.** The parent State or local agency must pay the base salary of these officers.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation.

Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances **MUST** be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are **NOT** approved in advance, the exception will not be granted.

(The former 4:1 rule no longer applies)