

Request for Legislative Action

Ord. #5790
Sponsor: Venessa Huskey
Date: September 11, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5790
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	9/11/2023

Introduction

Action Items: ['Appropriate']

Project/Title:

Appropriating funds within the Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime expenses associated with the investigation.

Request Summary

The Jackson County Drug Task Force (JCDF) and Federal Bureau of Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Crime Drug Enforcement Task Force (OCDETF), Operation Pony Express for the period of May 1, 2023 through September 30, 2023. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with the investigation.

Please appropriate \$10,000 from 010-4133-45792 (Organized Crime/DTF - undesignated fund balance) into:
010-4133-55030- Overtime

Contact Information

Department:	Jackson County Drug Task Force	Submitted Date:	8/30/2023
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information

Amount authorized by this legislation this fiscal year:	\$10,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$10,000		
Is it transferring fund?	Yes		
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	45792 (Organized Crime/DTF)	\$10,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4133 (Organized Crime Drug Enforcement)	55030 (Overtime Salaries)	\$10,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5766	July 10, 2023
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: not spending money	
MBE:	.00%
WBE:	.00%
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.

Request for Legislative Action

History

Submitted by Jackson County Drug Task Force requestor: Cari Beeman on 8/30/2023. Comments:

Approved by Department Approver Dan Cummings on 8/30/2023 2:26:43 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/30/2023 2:57:05 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/30/2023 3:02:51 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/31/2023 7:11:33 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 9/4/2023 11:37:27 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 9/7/2023 12:07:14 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 31, 2023

ORD # 5790
eRLA # 1065

Department / Division	Character/Description	From	To
Grant Fund - 010			
4133 - OCDEF	45792 - Increase Revenues	10,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		10,000
9999 - Non Specific	32810 - Undesignated Fund Balance	10,000	
4133 - OCDEF	55030 - Overtime		10,000
<div style="border: 1px solid green; border-radius: 5px; padding: 5px; display: inline-block;"> APPROVED <i>By Sarah Matthes at 7:10 am, Aug 31, 2023</i> </div>		\$ 20,000	\$ 20,000

Budgeting

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

Thomas F. Eagleton 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-23

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-KS-0230
 Operation: PONY EXPRESS
 Dates of the Agreement: 05/01/2023 through 09/30/2023 (FY-23)
 Funding Amount (\$): \$10,000.00
 Sponsoring Federal Agency: FBI

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.

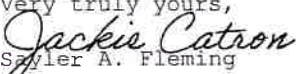
OCDETF Agreement For Fiscal Year FY-23

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 \$19,840.75 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning 10/01/2022). 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 Konjevic, Sanela at 618-319-0550.

Very truly yours,

 Saylor A. Fleming
 United States Attorney

James C. Delworth
 OCDETF Regional Director
 West Central Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #: 026546940
Federal Tax Identification: 4 4 - 6 0 0 0 5 2 4

EXO USE ONLY
DC#: Z-32- _____

Amount Requested: \$ 10,000.00
Amount requested should match the amount calculated on the Initial Funding Form, Page 2
Number of Officers Listed: 21

OCDETF Investigation / Strategic Initiative
Number: WC-KS-230
Operation Name: Operation Pony Express

From: May 1, 2023
Beginning Date of Agreement
To: September 30, 2023
Ending Date of Agreement

Federal Agency Investigations
Number: 245C-KC-3240352

Addendum A in use? Y N

State & Local Organization
Narcotics Supervisor: Danny R. Cummings, OIC
Telephone Number: 816-503-4725
Email Address: dcummings@jcdtf.com

Sponsoring Federal Agency(ies):
Federal Bureau of Investigation

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

Sponsoring Federal Agency(ies)
Group / Squad Supervisor: SSA Joseph K. Michael
Telephone Number: (816) 920-2124
Email Address: jkmichael@fbi.gov

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

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

Name: Cari Beeman
Telephone Number: (816) 403-4715
Email Address: cbeeman@jcdtf.com

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
 FY 2023 Agreement Initial Funding Form
 FOR THE USE OF THE STATE & LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE**

OCDETF Case #: WC-KS-230

Amount Requested: \$ 10,000.00
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 (which cannot be prior to the case approval 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: *(Required)*

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>200.00</u>	<u>\$ 0.00</u>

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

The Jackson County Drug Task Force is providing investigative support including, but not limited to, controlled purchases of narcotics, surveillance, take-down (if-necessary) and court. They are significant co-sponsor of this investigation.

This Agreement is between the above-named State & 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 & 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 & 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 & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. 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. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & 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 & 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. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization 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 approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. 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.
11. 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 & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist 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.
12. 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 & 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.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
17. 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 & 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
 18. The State & 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 all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
 19. The State & 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.
 20. 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.
 21. 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.

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 & 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 & 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:  Officer-in-Charge 5/19/2023
Authorized State & Local Official Title Date

Danny Cummings
Print Name

Approved By:  5/20/2023
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Joseph Michael
Print Name

Approved By:  (SANELA KONJEVIC) 07/25/2023
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By:  8/25/2023
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & 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.