

Request for Legislative Action

| Completed by County Counselor's Office | | | |
|--|----------------|---------------------------|-----------|
| Action Requested: | Ordinance | Res.Ord No.: | 5592 |
| Sponsor(s): | Theresa Galvin | Legislature Meeting Date: | 1/31/2022 |

| 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 |
|--|
| <p>The Jackson County Drug Task Force (JCDF) and Homeland Security Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Bad Cookie for the period of January, 2022 through September 30, 2022. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with the investigation.</p> <p>Please appropriate \$15,000 from 010-4133-45792 (Organized Crime/DTF-undesignated fund balance): into 010-4133-55030- Overtime</p> |

| Contact Information | | | |
|---------------------|--------------------------------|------------------------|------------------------|
| Department: | Jackson County Drug Task Force | Submitted Date: | 1/20/2022 |
| Name: | Cari Beeman | Email: | cbeeman@jacksongov.org |
| Title: | Operations Administrator | Phone: | 816-503-4713 |

| Budget Information | | | |
|---|---|-----------------------------|----------------|
| Amount authorized by this legislation this fiscal year: | | | \$15,000 |
| Amount previously authorized this fiscal year: | | | \$10,000 |
| Total amount authorized after this legislative action: | | | \$25,000 |
| 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) | \$15,000 |

Request for Legislative Action

| Transferring Fund To: | | | |
|-----------------------|---|---------------------------|----------|
| Fund: | Department: | Line Item Account: | Amount: |
| 010 (Grant Fund) | 4133 (Organized Crime Drug Enforcement) | 55030 (Overtime Salaries) | \$15,000 |

| Prior Legislation | |
|-------------------|------------------|
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| 5589 | January 18, 2022 |
| 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

Cari Beeman at 1/20/2022 12:48:30 PM - [Submitted |]
Department Director: Vince M. Ortega at 1/20/2022 4:09:23 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/21/2022 3:10:13 PM - [Not applicable |]
Compliance: Katie M. Bartle at 1/24/2022 9:34:17 AM - [Approved |]
Finance (Budget): Sarah L. Matthes at 1/24/2022 9:52:19 AM - [Approved | Fiscal Note Attached]
Executive: Troy Schulte at 1/24/2022 12:46:07 PM - [Approved |]
Legal: Elizabeth Freeland at 1/27/2022 8:52:55 AM - [Approved |]

Supplemental Appropriation Request Jackson County, Missouri

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

Date: January 24, 2022

ORD # 5592
eRLA # 376

| Department / Division | Character/Description | From | To |
|---|-----------------------------------|-----------|-----------|
| Grant Fund - 010 | | | |
| 4133 - OCDEF | 45792 - Increase Revenues | 15,000 | |
| 9999 - Non Specific | 32810 - Undesignated Fund Balance | | 15,000 |
| 9999 - Non Specific | 32810 - Undesignated Fund Balance | 15,000 | |
| 4133 - OCDEF | 55030 - Overtime | | 15,000 |
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| APPROVED <i>By Sarah Matthes at 9:50 am, Jan 24, 2022</i> | | \$ 30,000 | \$ 30,000 |

Budgeting

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 026546940
Federal Tax Identification #: 44-60000524

| |
|-------------------|
| EXO USE Only |
| DCN: <u>Y-32-</u> |

| |
|---|
| Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2</small> |
| <u>\$ 15,000.00</u> |
| Number of Officers Listed: <u>17</u> |

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|--|
| OCDETF Investigation / Strategic Initiative Number: <u>WC-MOW-0372</u> |
| Operation Name: <u>Bad Cookie</u> |

| |
|--|
| From: <u>January 1, 2022</u> <small>Beginning Date of Agreement</small> |
| To: <u>September 30, 2022</u> <small>Ending Date of Agreement</small> |

| |
|---|
| Federal Agency Investigations: Number: <u>KC02TR20KC0003</u> |
|---|

| |
|---|
| State or Local Organization |
| Narcotics Supervisor: <u>OIC Danny Cummings</u> |
| Telephone Number: <u>(816) 503-4725</u> |
| E-mail Address: <u>dcummings@jcdtf.com</u> |

| |
|--|
| Rural Designation |
| Rural* Y <input type="checkbox"/> N <input checked="" type="checkbox"/> |
| Operation Zip Code(s): _____ |

| |
|---|
| State or Local Organization Name: <u>Jackson County Drug Task Force</u> |
| Address to receive OCDETF paperwork (no PO Boxes): Attention:** <u>Cari Beeman</u> <u>415 E 12th Street</u> <u>Kansas City, MO 64106</u> |

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|--|
| Sponsoring Federal Agency(ies): <u>Homeland Security Investigations</u> |
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|--|
| Sponsoring Federal Agency Group/Squad Supervisor: <u>GS Jose Covarrubias</u> |
| Telephone Number: <u>(816) 802-8578</u> |
| E-mail Address: <u>Jose.Covarrubias@ice.dhs.gov</u> |

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 (FY22), 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>. NOTE - ONLY include one zip code in the Rural designation box if case is classified as Rural.

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

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement Initial Funding Form
 FOR THE USE OF THE STATE OR LOCAL
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: WC-MOW-0372

Amount Requested: \$ 15,000.00
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: *(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>300.00</u> | <u>\$ 15,000.00</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 pending Federal T-III, including, but not limited to, surveillance, wire, takedown (if necessary) and court. They are a significant co-sponsor of this investigation.

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 2022.
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 five (5) 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 dollar (\$) 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: Delmonico OIC 01/05/22
Assistant State or Local Official Title Date
DAN CUMMINGS
Print Name

Approved By: JAMES M WRIGHT Digitally signed by JAMES M WRIGHT
Date: 2022.01.06 09:44:23 -06'00' 1/6/2022
Sponsoring Federal Agency Special Agent in Charge or Designee Date
(a) SAC James Wright
Print Name

Approved By: SHAWN P KIRBY Digitally signed by SHAWN P KIRBY
Date: 2022.01.06 12:29:08 -06'00' 1/6/2022
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: JACQUELINE CATRON Digitally signed by JACQUELINE CATRON
Date: 2022.01.11 11:08:45 -06'00' _____
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.

Addendum B

Identification of Additional Policy Requirements