

162  
12/12/12

FOR THE USE OF THE STATE AND LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 44-6000524

DC#: \_\_\_\_\_

Amount Requested:  
\$ ~~10,000.00~~ 7,500  
 Number of Officers Listed: 15

From: 10/01/2012  
Beginning Date of Agreement

To: 09/30/2013  
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative  
 Number: WCMOW-274

Federal Agency Investigation  
 Number: IE-12-0085/YNA3C

State or Local Agency Name and Address:  
Jackson County Drug Task Force  
P.O. Box 392  
Blue Springs, MO 64015

State or Local Agency  
 Narcotics Supervisor: Capt. Danny Cummings  
 Telephone Number: 816-503-4725

E-mail Address: dcummings@jcdtf.com

Fax # (if applicable): 816-224-3360

Sponsoring Federal Agency  
 Group/Squad Supervisor: Erik Smith

Telephone Number: 913-951-4072  
 E-mail Address: exsmith@dea.usdoj.gov

Sponsoring Federal Agency(ies):  
DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: ~~Matt McCall~~ RANDY ELLIS

Telephone Number: 816-503-4711

E-mail Address: ~~mccall~~ REEES  
reees@jcdtf.com

Fax# (if applicable): 816-224-3360

**FILED**  
 DEC 05 2012  
 MARY JO SPINO  
 COUNTY CLERK

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.
2. No individual Agreement with a State or Local department 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 Coordinator 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 Coordinator 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 Agency indicates that it is no longer performing work under a particular Agreement, the State and 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 and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.
6. The State or Local Law Enforcement Agency 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.
7. 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.
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. 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.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must 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 Agency 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 Agency for a limited amount of those overtime costs.] The Agency 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.
12. It is the responsibility of the State & Local Agency 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 & Local official.
13. 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 Agency affected by any such modification will receive a memo notifying them of the changes.
14. 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 Agency 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.

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15. 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.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency 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.~~
18. The State or Local Agency 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 Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency 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. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. 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 Coordinator or designee must initial all funding changes.

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23. 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 Agencies 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.

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 Agency. 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.

**MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5<sup>th</sup>) BUSINESS DAY OF THE CURRENT MONTH.**

Approved By:	<u>Danny Cummings</u> <i>Cummings</i> Authorized State or Local Official	Captain Title	<u>10-10-12</u> Date
Approved By:	<u>James P. Shroba, Acting SAC</u> <i>Shroba</i> Sponsoring Federal Agency Special Agent in Charge or Designee		<u>10-11-12</u> Date
Approved By:	<u>Alan Wilson, OCDETF Coordinator</u> <i>Wilson</i> Sponsoring Agency Regional OCDETF Coordinator		<u>10/23/12</u> Date
Approved By:	<u>Sam Bertolet, AUSA OCDETF Coordinator</u> <i>Bertolet</i> Assistant United States Attorney Regional OCDETF Coordinator		<u>11-14-12</u> Date

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

~~Funds Certified: \_\_\_\_\_  
OCDETF Executive Office Date~~

~~Approving Official: \_\_\_\_\_  
OCDETF Executive Office Date~~

JACKSON COUNTY, MO

By *Michael D. Sanders*  
Michael D. Sanders  
County Executive

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APPROVED AS TO FORM:

By *W. Stephen Nixon*  
W. Stephen Nixon  
County Counselor

ATTEST BY:

*Mary Jo Spino*  
Mary Jo Spino, Clerk of the County Legislature

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Agency: Independence, Missouri Police Department  
WCMOW-274, IE-12-0085/YNA3C  
 OCDETF Investigation / Strategic Initiative Number: **TITLE III**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Gary Eugene Tucker	Sgt.	01/09/1967
2.	Matt Lynn McCall	Sgt.	03/20/1972
3.	Brian Eugene Draveling	Detective	09/30/1975
4.	Wendy Nicole Winans	Detective	11/08/1975
5.	Kirk Anthony Beeman	Detective	08/13/1968
6.	Chris Stephen Kesler	Detective	01/31/1982
7.	Nicole Marie Walters	Detective	05/21/1978
8.	Tanya Nicole Blevins	Detective	06/05/1974
9.	Keegan Michael Hughes	Detective	10/26/1980
10.	Dan Mark Curby	Detective	09/24/1956
11./	Doug Alan Blodgett	Detective	03/15/1979
12.	Eric William Burchfield	Detective	03/12/1973
13.	Robert Scott Romey	Detective	10/12/1974
14.	Nicholas Aaron Logan	Detective	03/07/1985
15.	Paul Albert Brooks	Detective	06/05/1977

# Addendum A

## Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (9) of the Agreement approval section, there is an exception allowed for the "State or local officers unable to be assigned to an OCDETF investigation on a full-time basis" and an exception is granted by the OCDETF coordination group.

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

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:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE  
West Central Region  
Policy on Overtime Reimbursement

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

## Any Other Exceptions or Justifications

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (Include State and Local Agency name as written on Agreement cover sheet)

Name: Jackson County	
Address: 415 E 120 <sup>th</sup> St, Suite 105, Kansas City, MO 64106	
Taxpayer ID Number: 44-6000524	
Contact Person Name: Sara Matthes	Telephone Number: 816-881-3454

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 081000032
Depositor Account Number: 012061904220
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>



Law Enforcement Sensitive



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

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

Capt. Danny Cummings  
Jackson County DTF  
PO Box 392  
Blue Springs, MO 64015

November 14, 2012

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2013**

Dear Capt. Cummings:

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

OCDETF Case #:	WC-MOW-0274	NUT CRACKER
Dates of the Agreement:	10/01/2012 through 09/30/2013 (Fiscal 2013)	
Funding Amount:	\$ 7,500.00	
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 Coordinator **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.

## Law Enforcement Sensitive

### OCDETF Agreement for Fiscal Year 2013

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 \$17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2012). 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 Alan Wilson at 314-538-4750.

Very truly yours,

Richard G. Callahan  
United States Attorney



Sam C. Bertolet  
OCDETF Coordinator  
West Central Region