

# REQUEST FOR LEGISLATIVE ACTION

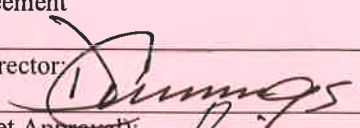
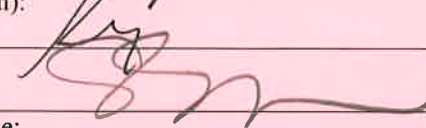
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4657

Sponsor(s): Dan Tarwater

Date: September 2, 2014

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Organized Crime Drug Enforcement Task Force</u></p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 520 1203 926"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$1,500</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$1,500</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;                  FROM                  008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance                  TO                  008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime</td> <td>                 FROM ACCT                  \$1,500                   TO ACCT                  \$1,500             </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$37,732.44                  Prior Year Actual Amount Spent (if applicable): \$22,260.59</p>	Amount authorized by this legislation this fiscal year:	\$1,500	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$1,500	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$1,500  TO ACCT \$1,500
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): 4604 (2/10/14); 4605 (2/10/14); 4607 (3/10/14); 4608 (3/10/14); 4630 (6/16/14)</p> <p>Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Dan Cummings OIC 816.503.4725</p>										
<p>REQUEST SUMMARY</p>	<p>The Jackson County Drug Task Force (JCDF) and the Drug Enforcement Administration are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Death Trap, for the period of August 5, 2014 through September 30, 2014. As a result, the JCDF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$1,500 from the undesignated fund balance of the Anti-Drug Sales Tax Fund into:                  008-4133-55030</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	OCDETF Agreement	
REVIEW	Department Director: 	Date: 8-14-14
	Finance (Budget Approval): <i>If applicable</i>	Date: 8-25-14
	Division Manager: 	Date: 8/27/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$1,500

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

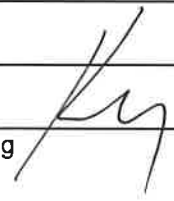
## Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 25, 2014

ORD # 4657

<u>Department / Division</u>	<u>Character/Description</u>	From	To
<b>Anti-Drug Sales Tax Grant Fund - 008</b>			
<u>4133 - Organized Crime Drug Enforcement</u>	<u>45792 - Revenues</u>	<u>1,500.00</u>	
<u>2810</u>	<u>Undesignated Fund Balance</u>		<u>1,500.00</u>
<u>2810</u>	<u>Undesignated Fund Balance</u>	<u>1,500.00</u>	
<u>4133 - Organized Crime Drug Enforcement</u>	<u>55030 - Overtime</u>		<u>1,500.00</u>
	Total		<u>1,500.00</u>

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

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

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

August 6, 2014

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2014**

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 #:	SI-WC-009-13	DEATH TRAP
Dates of the Agreement:	08/05/2014 through 09/30/2014 (Fiscal 2014)	
Funding Amount:	\$ 1,500.00	
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.

## OCDETF Agreement for Fiscal Year 2014

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 2013). 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

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

Federal Tax Identification #: ~~48-1194073~~ 44-6000524 DC#: N-32-  
CFDA #: 16.111

Amount Requested:  
\$5000.00 - 1,500.00

Number of Officers Listed: 13

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From: 07/17/2014  
Beginning Date of Agreement

To: 09/30/2014  
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative  
Number: SI-WC-0009-13/OPERATION  
DEATH TRAP

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Federal Agency Investigation  
Number: IE-13-0111/YNHIC

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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  
Telephone Number: 816-503-4711  
E-mail Address: mmccall@jcdtf.com  
Fax # (if applicable): 816-224-3360

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 2014.
1. 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 quarterly 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 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" requirement, 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 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.



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.

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.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency 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: Danny Cummings Captain 7-21-14  
*D Cummings*  
 Authorized State or Local Official Title Date

Approved By: James P. Shroba, SAC 7/21/14  
*James P. Shroba*  
 Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: Alan Wilson, OCDETF Coordinator 7/29/14  
*Alan Wilson*  
 Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: Sam Bertolet 8-6-14  
*Sam Bertolet*  
 Assistant United States Attorney Regional OCDETF Coordinator 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

# 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