REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Bass/Ord No.:

4573

Sponsor(s): Date:

Dan Tarwater September 30, 2013

SUBJECT Action Requested Resolution X Ordinance Project/Title: Organized Crime Drug Enforcement Task Force **BUDGET INFORMATION** Amount authorized by this legislation this fiscal year: \$4,500.00 To be completed Amount previously authorized this fiscal year: By Requesting Total amount authorized after this legislative action: \$4,500.00 Department and Amount budgeted for this item * (including \$ Finance transfers): Source of funding (name of fund) and account code number; From Account 008-2810, Anti-Drug Sales Tax Fund \$4,500.00 - undesignated fund balance To Account 008-4133-55030, Anti-Drug Sales Tax \$4,500.00 Fund – Organized Crime Drug Enforcement Task Force-overtime * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): **PRIOR** LEGISLATION Prior ordinances and (date): N/A Prior resolutions and (date): N/A CONTACT INFORMATION RLA drafted by Danny R. Cummings, O.I.C., 816-503-4725 REQUEST The Jackson County Drug Task Force (JCDTF) and the Federal Bureau of Investigation are conducting a joint SUMMARY federal drug investigation. The agencies have formed an Organized Crime Drug Enforcement Task Force (OCDETF), Operation Driving Rain, for the period July 1, 2013 through September 30, 2013. As a result The JCDTF will be reimbursed overtime costs by the CCDETF program associated with this investigation. Please appropriate \$4,500.00 from the undesignated fund balance into 008-4133: 55030-overtime \$4,500.00 **CLEARANCE**

Γ		□ T C1 C	1.10		-··	
	Tax Clearance Completed (Purchasing & Department)					
Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)				Affica)		
		i chapter o compile	mee - Attititiative Actions revailing	wage (County Auditor's C	ince)	
ATTA	CHMENTS					
			\times			
REVII	EW	Department Director:	Jammos		Date: 9/	17/13
		Finance (Budget Appro	oval):	>-	Date:	
		If applicable	Salar Math	<u>ق</u> و	9/19	9//3
ł		Division Manager:	(ather & line		Date 1	12/10
		County Counselor's Of	fice: /gw		Date:	$\mathcal{L}_{\mathcal{L}}}}}}}}}}$
Í		county countered to			Date.	•
Fisca	l Informatio	on (to be verified by	Budget Office in Finance Depa	artment)		
	This expend	diture was included in th	e annual budget.			
	Funds for the	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 #					
X	Funds sufficient for this appropriation are available from the source indicated below.					
	Account N	Jumber:	Account Title:	Amount Not to Exceed		1
	008-2810		Anti-Drug Sales Tax Fund –	\$4,500.00	<u> </u>	
			Undesignated Fund Balance			
	This award funds for sp	is made on a need basis a	and does not obligate Jackson Count necessity, be determined as each usi	y to pay any specific amoung agency places its order.	nt. The avail	ability of
	This legisla	tive action does not impa	ect the County financially and does n	ot require Finance/Budget a	approval	

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	September 19, 2013		Res /Ord No. 4573	
De	partment / Division	Character/Description	From	То
008 - Anti-Drug	g Sales Tax Fund			
4133 - Organiz	ed Crime Drug Enforce	45792 - Increase Revenues	4,500	
2810		Undesignated Fund Balance		4,500
2810	·	Undesignated Fund Balance	4,500	
4133 - Organize	ed Crime Drug Enforce	55030 - Overtime		4,500
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		_		•
Saral	11/ texis 9/		al4,500	4,500

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

September 10, 2013

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

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-KS-0173

DRIVING RAIN

Dates of the Agreement:

09/10/2013 through 09/30/2013 (Fiscal 2013)

Funding Amount:

\$4,500.00

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 Coordinator <u>prior</u> 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. <u>Any supplemental funding will be contingent upon availability of funds.</u>

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 Walt Comeau at 314-220-1953.

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 #: 446000524	DC#:
Amount Requested: \$25000 \$4500.00	OCDETF Investigation / Strategic Initiative Number: WC-KS-173
Number of Officers Listed: 12	Federal Agency Investigation Number: FBI 245D-KC-2512470 DRIVING Rain
From: 7/1-2013 Beginning Date of Agreement To: 9/30/2013 Ending Date of Agreement	State or Local Agency Name and Address: Jackson County Drug Task Force
Saparag Sure of Figure 11	P.O. Box392 Blue Springs Mo. 64015
State or Local Agency Narcotics Supervisor: Capt. Danny Cummings Telephone Number: 816-503-4725	Blue Springs Mo. 04013
E-mail Address: dcummings@jcdtf.com Fax # (if applicable): 816-224-3360	Sponsoring Federal Agency Group/Squad Supervisor: SSA Robert Plant Telephone Number: 816-805-5171
	E-mail Address: Robert.Plant@ic.fbi.gov
Sponsoring Federal Agency(ies): Federal Bureau of Investigations (FBI)	
Please provide the name, telephone number, administrative or financial staff person at the Stat for the billings under this Reimbursement Agreem	te or Local Agency, who is directly responsible
Name: Sgt. Gary Tucker	
Telephone Number: 816-564-9116	
E-mail Address: gtucker@jcdtf.com	
Fax # (if applicable): 816-224-3360	· · · · · · · · · · · · · · · · · · ·
Agreement (FY13), Page 1	

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 <u>Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.</u>
- 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.

- 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-

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

Approved By:	Han Jorg	9-9-13
Approved By:	Morized State or Local Official Title	Date 9/9/13
Approved By:	onsoring Federal Agency Special Agent in Charge or Designe	Par 9/13
Approved By:		1 paie 1 9/10/13
Ass	sistant United States Attorney Regional OCDETF Coordinato	r Dale '
Funds are expense/Strategic In	encumbered for the State/Local Agency overtinative Programs specified above. Subject to available to availabl	me costs and authorized ilability of funds.
Funds Certified:		
Approving Official:	OCDETF Executive Office	Date
	OCDETF Executive Office	Date

Agreement (FY13), Page 5

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:

Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-173

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>	TITLE/RANK	DOB
1. GARY TUCKER	SERGEANT	09-06-1958
2. RANDY ELLIS	SERGEANT	09-18-1959
3. DOUG BLODGETT	DETECTIVE	03-15-1979
4. DAN CURBY	DETECTIVE	09-24-1956
5. BRIAN DRAVELING	DETECTIVE	09-30-1975
6. KEEGAN HUGHES	DETECTIVE	10-26-1980
7. ROB ROMEY	DETECTIVE	10-24-1974
8. WENDI WINANS	DETECTIVE	11-08-1975
9. ERIC BURCHFIELD	DETECTIVE	03-12-1973
10. CHRIS KESSLER	DETECTIVE	01-31-1982

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:	Jackson County Drug Task Force	
OCDETF Investigation / S	trategic Initiative Number: WC-KS-17	73
Investigation or Strategic Is must be agreed to in writing	cers listed below will assist with the nitiative. Any modification of the list by all of the parties to this Agreem to the OCDETF Executive Office.	st of Law Enforcement officers
NAME	TITLE/RANK	<u>DOB</u>
1. NIICOLE WALTERS	DETECTIVE	05-21-1978
2. AARON STONE	DETECTIVE	03-05-1982
3.		
4.	· · · · · · · · · · · · · · · · · · ·	
5.		·
6.		
7.		
Q.		
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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 works, 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 FORCES 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 ration 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.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

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

	the state of the same of the s
Name:	Jackson County, Missouri
Address:	415 E. 12th. Street
·	Kansas City, Mo 64106
Taxpayer ID Number: 446000524	
Contact Person Name: Sarah Matthes	Telephone Number: 816-881-3454

FINANCIAL INSTITUTION INFORMATION

THE COMMISSION IN COMMISSION	
Bank Name: Bank of America	
Nine-Digit ABA Routing Transit Number: 081000032	
Depositor Account Number: 0120 6190 4220	
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/