

**KENOSHA COUNTY
BOARD OF SUPERVISORS**

RESOLUTION NO. _____

Subject: 2019 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime

| | | | |
|--|------------------------------------|---|--------------------------------------|
| Original <input checked="" type="checkbox"/> | Corrected <input type="checkbox"/> | 2 nd Correction <input type="checkbox"/> | Resubmitted <input type="checkbox"/> |
| Date Submitted: March 19, 2019 | | Date Resubmitted | |
| Submitted By: Judiciary & Law Enforcement Committee and Finance/Administrative Committee | | | |
| Fiscal Note Attached <input checked="" type="checkbox"/> | | Legal Note Attached <input type="checkbox"/> | |
| Prepared By: Robert E. Hallisy, Captain of Operations | | Signature: <i>Capt. R. E. Hallisy</i> | |

WHEREAS, the federal Organized Crime Drug Enforcement Task Forces (OCDETF) agency has partnered with the Sheriff's Department's drug unit- Kenosha Drug Operations Group (KDOG) , for investigative assistance and will reimburse for overtime costs incurred, up to \$25,000, to assist in a federal OCDETF investigation, and

WHEREAS, this round of funding will provide reimbursement for the cost of overtime hours worked by the KDOG unit detectives beginning January 2019 through September 2019, and

WHEREAS, the Sheriff will submit monthly reimbursement claims to the OCDETF Executive Office, and

WHEREAS, the reimbursement claims may include overtime hours worked by Sheriff's Department Detectives, Kenosha Police Department Detectives, and Twin Lakes Police Department Detectives who are assigned to the Sheriff's KDOG unit, working the OCDETF funded investigation, and

WHEREAS, the Sheriff's Department will reimburse the Kenosha Police Department and Twin Lakes Police Department for any overtime expense that their detectives incurred under the grant program.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the investigations partnership funding support with OCDETF of \$25,000 and approve the Revenue and Expenditure budget modifications to the Sheriff's 2019 budget as per the attached budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated funds remaining at year end be hereby authorized for carryover to the subsequent year until such time as the funds are expended in accord with the OCDETF requirements, and that the Administration be authorized to modify the grant appropriations among various budget and expenditure units within the Sheriff's Department in accordance with all federal and state regulations of the program and in compliance with generally accepted accounting principles and if OCDETF offers supplemental funding under this same program, during this funding period, that Administration be authorized to increase the appropriation for the revenue and expenditure as long as the original intent of the funding has not changed and the costs incurred will be fully funded by the supplemental award.

Subject: **2019 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime**

| | | | |
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| Original <input checked="" type="checkbox"/> | Corrected <input type="checkbox"/> | 2 nd Correction <input type="checkbox"/> | Resubmitted <input type="checkbox"/> |
| Date Submitted: March 19, 2019 | | Date Resubmitted | |
| Submitted By: Judiciary & Law Enforcement Committee and Finance/Administrative Committee | | | |

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

| | <u>Aye</u> | <u>No</u> | <u>Abstain</u> | <u>Excused</u> |
|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Supervisor Boyd Frederick, Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Jeff Wambolt, Vice Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor David Celebre | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Monica Yuhas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Zach Rodriguez | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

FINANCE/ADMINISTRATION COMMITTEE

| | <u>Aye</u> | <u>No</u> | <u>Abstain</u> | <u>Excused</u> |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Supervisor Terry Rose, Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Ronald J. Frederick, Vice-Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Jeffrey Gents | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Edward Kubicki | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Michael Goebel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor John O'Day | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisor Jeff Wambolt | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

RESOLUTION: To accept \$25,000 in funding from the Federal Organized Crime Drug Enforcement Task Forces (OCDETF) office to reimburse overtime costs associated with assisting the feds on special OCDETF investigations. The funding will cover the period January 2019 through September 2019. The funds will be used to reimburse for overtime incurred by detectives in the Sheriff's Dept. Drug Operations Unit.

Dept./Division Head Signature: Capt. [Signature]

Date: 2-21-19

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: [Signature]

Date: 2-25-19

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: [Signature]

Date: 2/26/19

4. County Executive Review

Comments:

Action: Approval ☐ Non-Approval ☐

Executive Signature: [Signature]

Date: 2/26/19

Revised 01/11/2001 (5/10/01)

DISTRIBUTION

- Original Returned to Requesting Dept.

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DEPT/DIVISION: **SHERIFF** 2019 G/L DATE _____

PURPOSE OF BUDGET MODIFICATION (REQUIRED): ENTRY DATE _____

Modify the Sheriff's Department - Drug Unit budgets to recognize federal OCDETF funding available to cover overtime costs incurred assisting the feds in an investigation. Employer paid benefits associated with overtime hrs worked is not covered by OCDETF.

Adjust the Overtime budget for the KSD Detvs and Misc Contr Services to reimbursement other Law Enf agencies assisting in the invest.

| (1) MAIN ACCOUNT DESCRIPTION EXPENSES | (2) | | | | BUDGET CHANGE REQUESTED | | | (7) ACTUAL EXPENSES | AFTER TRANSFER | | | |
|--|------|----------|------------------|--------------|-------------------------|-----------------|---|---------------------------|--------------------------|--------------------------|--------------------------|-----------------------------|
| | FUND | DIVISION | SUB- DIVISION | MAIN ACCT | PROJECT | SUB- PROJECT | (3) EXPENSE INCREASE (+) EXPENSE DECREASE (-) | | (5) ADOPTED BUDGET | (6) CURRENT BUDGET | (8) REVISED BUDGET | (9) EXPENSE BAL AVAIL |
| Overtime | 100 | 210 | 2170 | 511200 | 003525 | | 8,000 | 0 | 0 | 8,000 | 8,000 | |
| Misc Contractual Services | 100 | 210 | 2170 | 529900 | 003525 | | 17,000 | 0 | 0 | 17,000 | 17,000 | |
| | | | | | EXPENSE TOTALS | | | 25,000 | 0 | 0 | 25,000 | 25,000 |

| REVENUES | FUND | DIVISION | SUB-DIVISION | MAIN ACCT | REVENUE DECREASE (+) INCREASE (-) | ADOPTED BUDGET | CURRENT BUDGET | REVISED BUDGET |
|-----------------------------|------|----------|--------------|-----------|--------------------------------------|----------------|----------------|----------------|
| | | | | | | | | |
| OCDETF Assist Investigation | 100 | 210 | 2170 | 442545 | (25,000) | 0 | 0 | (25,000) |
| REVENUE TOTALS | | | | | 0 | 0 | 0 | 0 |

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

25,000 (25,000)

PREPARED BY: Nancy Otis DIVISION HEAD: Capt. Mike J. 153 DATE: 2-26-19

DEPARTMENT HEAD: [Signature] DATE: 2-26-19

FINANCE DIRECTOR: [Signature] DATE: 2-26-19

COUNTY EXECUTIVE: [Signature] DATE: 2-26-19

Please fill in all columns:

- (1) & (2) Main Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2019 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 198506628
Federal Tax Identification #: 39-600707

UFMS Doc#: _____
DC#: _____

| |
|--------------------------------------|
| Amount Requested: |
| <u>\$ 25,000.00</u> |
| Number of Officers Listed: <u>15</u> |

| |
|---|
| OCDETF Investigation / Strategic Initiative Number: <u>GL-WIE-196</u> |
| Operation Name: <u>Big Dog</u> |

| |
|--|
| From: <u>December 15, 2018</u> |
| <small>Beginning Date of Agreement</small> |
| To: <u>September 30, 2019</u> |
| <small>Ending Date of Agreement</small> |

| |
|---|
| Federal Agency Investigations: Number: <u>245D-MW-2971517</u> |
|---|

| |
|---|
| State or Local Organization |
| Narcotics Supervisor: <u>[REDACTED]</u> |
| Telephone Number: <u>[REDACTED]</u> |
| E-mail Address: <u>[REDACTED]</u> |

| |
|--|
| State or Local Organization Name: <u>Kenosha County Sheriff's Department</u> |
| Address to receive OCDETF paperwork (no PO Boxes): |
| ATTN: _____ |
| <u>1000 55th Street</u> |
| <u>Kenosha, WI 53140</u> |

| |
|--|
| Sponsoring Federal Agency(ies): <u>Federal Bureau of Investigation</u> |
|--|

| |
|---|
| Sponsoring Federal Agency Group/Squad Supervisor: <u>[REDACTED]</u> |
| Telephone Number: <u>[REDACTED]</u> |
| E-mail Address: <u>[REDACTED]</u> |

Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Nancy Otis
Telephone Number: (262) 605-5100
E-mail Address: nancy.otis@kenoshacounty.org

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 2019.
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 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 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. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. 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 \$ 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.

Addendum A

Definition of "Full-Time Participation" Exemption

Officers assigned to OCDETF Investigations or Strategic Initiatives are expected to 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 Other Exceptions or Justifications

There are limited circumstances where OCDETF State and Local Overtime funding may be made available.

1. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer worked eight hours of regular time in a given day on OCDETF investigations, overtime may be claimed for that date without a waiver.

2. When a small state or local agency has insufficient personnel to allow the "full-time" commitment of officers, an email must be sent to the Regional Agency coordinator requesting and justifying the exception before the overtime is worked. If the coordinator approves it, he will forward it to the USAO for approval. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.

3. If an unforeseen event occurs, such as an unexpected surveillance, and the investigation would suffer without those additional resources, overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is performed at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Acknowledged:

JL BSW SHERIFF 1-2-19
Signature of Authorized State or Local Official Title Date

Addendum B

Identification of Additional Policy Requirements

Authorization to expend funds under this Agreement is effective only after it has been approved and funded by the OCDETF Regional Coordination Group (RCG).

Provide an accurate address for the State/Local Supervisor – this is imperative for mailing purposes.

- 1.If additional officers must be added subsequent to the original agreement, the form adding officers must be submitted to the coordinator prior to permitting them to work overtime.
- 2.Officers ranked above sergeant will not be eligible for overtime.
- 3.Reimbursement for travel and per diem costs for state and local officers under this agreement is not covered under this agreement and is the responsibility of the sponsoring federal agency.
- 4.All overtime reimbursement requests must be submitted to the RCG within thirty days of the close of the month in which the overtime was worked. Zero amounts are to be provided to Coordinators by the 15th of each month.
- 5.A reimbursement form must be submitted each month, even if the amount is zero. If no regular or overtime hours were worked, a cover page reporting 0 hours must be submitted. The officer log does not need to be submitted in that situation.

Acknowledged:

J. J. [Signature] SHERIFF 1-2-19
Signature of Authorized State/ Local Official Title Date