

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into an Interlocal Agreement with the U.S. Department of Justice for Participation in the Organized Crime Drug Enforcement Task Forces Program
DEPARTMENT:	Shoreline Police Department
PRESENTED BY:	Shawn Ledford, Chief of Police
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Pursuant to RCW 39.34, the City of Shoreline may enter into an Interlocal Agreement with another governmental agency, including an agency of the federal government. The Organized Crime Drug Enforcement Task Forces (OCDETF) Program is part of the U.S. Department of Justice and provides reimbursement to local agencies for wages and expenses in regards to illegal drug trafficking. The OCDETF is currently making \$15,000 available to the City of Shoreline for 2020.

In October of 2019, the Seattle Drug Enforcement Agency (DEA) briefed the Shoreline Police command staff and the Shoreline Police Special Emphasis Team (SET) on a narcotics investigation they are working that has a nexus to Shoreline. During their investigation it was discovered this is a large scale operation that is operating on a regional and broader level. Shoreline SET has a collaborative relationship with local SET units and the Seattle DEA, who requested Shoreline SET assist with the investigation. The Seattle DEA is the lead agency in this investigation and has requested assistance from Shoreline and other local police agencies. This investigation qualifies and was granted OCDETF Program status by the Federal Government to provide the resources and funding to target the problem. Tonight’s action would authorize the City Manager to enter into the OCDETF Program Agreement (Attachment A) for this case during the fiscal year 2020.

RESOURCE/FINANCIAL IMPACT:

Shoreline SET will assist with the investigation on a limited basis during on duty hours; no other resources or financial impact is anticipated. The Interlocal Agreement allows the City to receive up to \$15,000 in reimbursement for overtime expenditures related to its participation in the OCDETF investigation or strategic initiative. If funds or property are seized as part of this investigation, the City is eligible for a percentage of those assets.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager, or her designee, to enter into the Fiscal Year 2020 Interlocal Agreement with the U.S. Department of Justice for participation in the Organized Crime Drug Enforcement Task Forces program.

Approved By: City Manager **JN** City Attorney **MK**

INTRODUCTION

Pursuant to RCW 39.34, the City of Shoreline may enter into an Interlocal Agreement with another governmental agency, including an agency of the federal government. The Organized Crime Drug Enforcement Task Forces (OCDETF) Program is part of the U.S. Department of Justice and provides reimbursement to local agencies for wages and expenses in regard to illegal drug trafficking. The OCDETF is currently making \$15,000 available to the City of Shoreline for 2020.

BACKGROUND

The OCDETF Program was established in 1982 to mount a comprehensive attack against organized drug traffickers. The OCDETF Program is part of the U.S. Attorney General's drug strategy to reduce the availability of drugs by disrupting and dismantling major drug trafficking organizations and money laundering organizations and related criminal enterprises. The Program operates nationwide and combines the resources and unique expertise of numerous federal agencies and State and local agencies. The OCDETF strategy aims to focus federal drug resources on reducing the flow of illicit drugs and drug proceeds by identifying and targeting the major trafficking organizations, eliminating the financial infrastructure of drug organizations by emphasizing financial investigations and asset forfeiture, redirecting federal drug enforcement resources to align them with existing and emerging drug threats, and conducting expanded, nationwide investigations against all the related parts of the targeted organizations.

DISCUSSION

In October of 2019, the Seattle Drug Enforcement Agency (DEA) briefed the Shoreline Police command staff and the Shoreline Police Special Emphasis Team (SET) on a narcotics investigation they are working that has a nexus to Shoreline. During their investigation it was discovered this is a large-scale operation that is operating on a regional and broader level. Shoreline SET has a collaborative relationship with local SET units and the Seattle DEA, who requested Shoreline SET assist with the investigation.

The DEA is the lead agency in this investigation and have assigned units to work it on a regular basis. This investigation qualifies and was granted OCDETF program status by the Federal Government to provide the resources and funding to target the problem. The Shoreline SET Team focuses primarily on local narcotics, vice and criminal activity within the City. It's typical when a criminal investigation reaches OCDETF status that local resources are dedicated to the investigation full time. Shoreline detectives will not be dedicated to this investigation on a full-time basis; the unit will participate when necessary on duty and on overtime, while continuing to focus on local priorities.

Tonight's action would authorize the City Manager to enter into the OCDETF Program Agreement (Attachment A) for this case during the fiscal year 2020.

RESOURCE/FINANCIAL IMPACT

Shoreline SET will assist with the investigation on a limited basis during on duty hours; no other resources or financial impact is anticipated. The Interlocal Agreement allows the City to receive up to \$15,000 in reimbursement for overtime expenditures related to its participation in the OCDETF investigation or strategic initiative. If funds or property are seized as part of this investigation, the City is eligible for a percentage of those assets.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager, or her designee, to enter into the Fiscal Year 2020 Interlocal Agreement with the U.S. Department of Justice for participation in the Organized Crime Drug Enforcement Task Forces program.

ATTACHMENTS

Attachment A: Fiscal Year 2020 U.S. Department of Justice Organized Crime Drug Enforcement Task Forces Interlocal Agreement

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 961859345
 Federal Tax Identification #: 91-1683888

DC#: W-32-

Amount Requested: <i>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</i> <p style="text-align: center;"><u>\$ 15,000.00</u></p> Number of Officers Listed: <u>5</u>

OCDETF Investigation / Strategic Initiative Number: <u>PA-WAW-0342</u> Operation Name: <u>CAT-5</u>

From: <u>October 1, 2019</u> Beginning Date of Agreement To: <u>September 30, 2020</u> Ending Date of Agreement

Federal Agency Investigations: Number: <u>RE-19-0057</u>

State or Local Organization Narcotics Supervisor: <u>Sgt. Eric Franklin</u> Telephone Number: <u>(206) 255-7019</u> E-mail Address: <u>eric.franklin@kingcounty.gov</u>

State or Local Organization Name: <u>Shoreline Police Department</u> Address to receive OCDETF paperwork (no PO Boxes): <u>ATTN: Sgt. Eric Franklin - Shoreline PD</u> <u>17500 Midvale Av N.</u> <u>Shoreline, WA 98133</u>

Sponsoring Federal Agency(ies): <u>DEA and HSI</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>Jared Pattee</u> Telephone Number: <u>(571) 387-3262</u> E-mail Address: <u>jared.m.pattee@usdoj.gov</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: Monica Rehnstrom
 Telephone Number: (206) 801-2315
 E-mail Address: mrehnstrom@shorelinewa.gov

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement Initial Funding Form**

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

OCDETF Case #: PA-WAW-0342

Amount Requested: \$ 15,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance Takedown Trial/Court Wire: Approved Pending Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 83.00</u>	<u>180.00</u>	<u>\$ 0.00</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Estimate is based upon work to be conducted by the Shoreline Police Department, Special Emphasis Team (SET) in support of OCDETF Operation CAT-5. Shoreline PD SET duties will consist of co-case agent, surveillance, take down support, etc.

5 Detectives @ 4/Hr/Day (OT) x 9 Days Surveillance/Month = 180 Hours/Month @ \$83/Hr. = \$14,940

*An additional \$600 is requested for Sgt/Detective OT to include Co-Case Agent T-III room support, etc.

**Based upon the needs of the investigation, the above funds may be reallocated between the Detectives and the Sgts. listed in this agreement.

***Upon completing the first 30 days of the T-III, if additional funds are needed, a justified modification request will be submitted for consideration.

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 2020.
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. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director Date

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

Approving Official: _____
OCDETF Executive Office Date

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

State or Local Organization: Shoreline Police Department

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0342

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.	Matthew Jeffery	Detective	12/26/82
2.	Eric Franklin	Detective Sgt.	4/22/74
3.	Jonathan (Reed) Jones	Detective	4/29/80
4.	Richard Cooper	Detective	12/14/58
5.	Michael Broderick	Detective	10/4/65
6.			
7.			
8.			
9.			
10.			

DEFINITION OF “FULL-TIME PARTICIPATION”

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE “FULL-TIME PARTICIPATION RULE”

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged:

<i>Authorized State or Local Official</i>	<i>Title</i>	<i>Date</i>
(Name and Signature)		

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime (“Agreement”) is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group (“RCG”). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: _____

Address: _____

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
6. OCDETF State and Local *Overtime* funds are *not* to be used for:
- a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
7. All overtime reimbursement requests must be submitted to the RCG within *thirty (30) days of the close of the month in which the overtime was worked.*
8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **\$ 18,649.00** from any Federal source this fiscal year.

Acknowledged:

Authorized State or Local Official	Title	Date
(Name and Signature)		