

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute a Memorandum of Understanding with the United States Marshals Service for participation in Operation Clean-Up.

RESOLUTION NO. 20181, June 10, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Sheriff recommends the execution of a Memorandum of Understanding (MOU) with the United States Marshals Service for participation in Operation Clean-Up; and,

WHEREAS, this operation seeks to locate non-compliant sex offenders within Jackson County; and,

WHEREAS, under the proposed MOU, the Sheriff's Office will assign a deputy to the operation, with overtime and related expenses to be reimbursed; and,

WHEREAS, execution of the attached MOU with the United States Marshals Service is in the best interests of the public health, safety, and welfare of the citizens of Jackson County; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Sheriff and all other County officials required be and hereby are authorized to execute the attached MOU with the United States Marshals Service.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20181 of June 10, 2019, was duly passed on June 17, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

6.17.19

Date



Mary Jo Spino, Clerk of Legislature

INSTRUCTIONS: See page 2 for detailed instructions.

SECTION 1: OBLIGATION

The obligation number will be entered once all parties have signed the form USM614.

UFMS OBLIGATION #: M-19-D45-O-000

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of U.S. Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between:

Jackson County Sheriff's Office

and

Western District of Missouri (45)

SECTION 3: PROJECT / OPERATION NAME

Operation Clean-up-Jackson County

SECTION 4: PERIOD OF PERFORMANCE

May 15, 2019

to

August 30, 2019

SECTION 5: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC	PURPOSE	DOLLAR AMOUNT
2019	H51 D45	0324AD	FWB3000F	21000	Travel / Per Diem	\$0.00
				31011	Investigative Expenses	\$0.00
				25200	State & Local Overtime	\$9,231.54
				26001	Supplies & Materials	\$1,500.00
ADD APPROPRIATION DATA						
TOTAL OBLIGATION AMOUNT:						\$10,731.54

SECTION 6: CONTACT INFORMATION

DISTRICT/HQ CONTACT:

Name: Michael Valentine

Phone: 816-512-2073

E-mail: Michael.Valentine@usdoj.gov

STATE/LOCAL CONTACT:

Name: Devyn Horsley

Phone: 816-541-8017 "9" then ext.72259

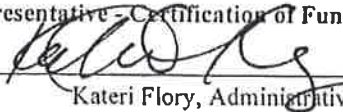
E-mail: djhorsley@jacksongov.org

SECTION 7: AUTHORIZATION

This obligation document serves as notification of funding provided to support state and local agencies participating in U.S. Marshals Service Operations subject to the availability of funds. The U.S. Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

USMS Administrative Representative - Certification of Funds:

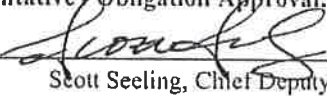
Signature: _____


Kateri Flory, Administrative Officer

Date: 5/14/2019

USMS Operational Representative - Obligation Approval:

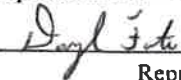
Signature: _____


Scott Seeling, Chief Deputy US Marshal

Date: 5/14/19

Departmental Representative - Acknowledgement:

Signature: _____


Representative - Jackson County Sheriff's Office

Date: 5-30-19

SECTION 8: STATE/LOCAL FINANCIAL CONTACT INFORMATION:

A. The state/local agency will be applied by the state/local agency financial contact information.

B. The state/local agency will provide a valid DUNS number from the SAM gov database.

Name: Devyn Horsley

Phone: 816-541-8017 "9" then ext. 72259

E-mail: djhorsley@jacksongov.org

State/Local Agency DUNS #: 117044176

FORM USM-614 INSTRUCTIONS

The Investigative Operations Obligation Document is designed to provide district, regional fugitive task forces, and SOIB one standard obligating form to record new obligations with in UFMS. To adjust funding in an existing obligation, please refer to Form USM-614A, Investigative Operations Modification Document. Funding in support of the operation is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the state or local law enforcement agency participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district, RFTF, and SOIB office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Obligation number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS Office.

SECTION 3: Project/Operation Name

- A. USMS Office will insert the name of the project or operation being funded.

SECTION 4: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page Investigative Operations Obligation Form may not cross fiscal years.
- B. Period of performance must begin no earlier than the date of funds availability and end no later than September 30 of the current fiscal year.

SECTION 5: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: Will be assigned by USMS Office.

SECTION 6: Contact Information

- A. Enter District/HQ contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by the USMS representative upon confirmation that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by USMS representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the USMS representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Once form is signed by all parties in section 7, the USMS office that is responsible for initiating the commitment, will create the obligation in UFMS and attach this form.

SECTION 8: State/local Financial Contact Information

- A. The state/local agency will be applied by the state/local agency financial contact information.
- B. The state/local agency will provide a valid DUNS number from the SAM.gov database.

United States Marshals Service
Short-Term Joint Operation – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B) and 42 U.S.C. § 16941(a). Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION:

The primary mission of the operation is to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

PERSONNEL:

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the joint operation during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests

for reimbursement for equipment, supplies, training, fuel, and vehicle leases. **Reimbursable Funds for all USMS approved expenditures are capped at no more than \$10,731.54.**

USE OF FORCE:

All members of the participating agency shall comply with their agencies' guidelines concerning the use of firearms and deadly force. All members of the participating agency shall comply with United States Justice Department guidelines concerning the use of less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

Operation Clean-up Jackson County
Operation Name

Jackson County Sheriff's Office
Participating Agency Name

Deeph Fitch
Participating Agency Representative

5-30-19
Date

Mark A James
United States Marshal

Western District of Missouri
Participating USMS District

5/14/2019
Date

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Sheriff D. Forté #1 via Chain of Command
FROM: Sergeant R. Montgomery #14
DATE: 05-28-2019
SUBJECT: Operation Clean-up-Jackson County

Sheriff,

On 04-12-2019, Deputy US Marshals Mike Valentine and Kelsey Snyder requested to meet with Administrative Assistant Raven Heninger and I regarding enforcement the US Marshals were interested in funding.

In years past, the US Marshals have partnered with the Sheriff's Office and other local jurisdictions holding periodic sex offender sweeps. In those sweeps, specific offenders were targeted by the SORE Unit based upon various contributing factors (i.e. zip code, etc.), and on a specific date or dates, the US Marshals, members of the sheriff's office, and local municipalities joined together to conduct compliance checks on sex offenders living, working, or attending school in Jackson County, Missouri.

According to DUSM Valentine, the marshals are currently working on Operation Triple Beam. Therefore, they are unable to assist us in conducting physical compliance checks on offenders. However, they planned Operation Clean-up-Jackson County for June 1, 2019 to August 16th, 2019. Scheduled as a 3 ½ month operation, the USM have provided, "overtime funds to accomplish the never-ending tasks of targeting non-compliant sex offenders in Jackson County". Either way of enforcement, the US Marshals have offered to pay for overtime we have not previously been able to expend.

The proposed project includes three teams of two deputies working one night a week for approximately 4 hours each from June 1-August 15, 2019. One of the deputies will be unpaid reserve, Stu Salomon, who has been a huge asset to the SORE Unit in months past. He, Detective Souders, and Detective Estrada will each partner with another deputy during each enforcement shift. Therefore, there will be no concerns regarding who to look for, what to do with each offender, and/or how to write the charges. In addition to the overtime for these deputies being paid, the agreement provides for two hours of overtime every other week by Administrative Assistant Raven Heninger to handle the paperwork and consolidate statistics regarding the event as well as supplies. She will then report back to the US Marshals.

Attached you will find a proposed budget provided to DUSM Valentine regarding the enforcement (Appendix A).

Since our original meeting, DUSM Valentine sent an obligation document to Ms. Devyn Horsley to be approved (Appendix B). In review of the document, it included the dates of May 15, 2019 to August 30, 2019. Although, it did not increase the overtime budget. In addition, it increased the supplies and materials budget.

It is my understanding that Ms. Horsley has already prepared a Request for Legislative Action (RLA) for approval of the funds to be reimbursed to the sheriff's office. However, I am requesting any further necessary approval at this time.

It should be noted that a list of non-compliant/absconder offenders was sent to DUSM Valentine to be sent to his home office for additional intelligence on the offenders prior to the enforcement. I received that list back this morning, and I was able to remove approximately 12 non-compliant sex offenders from our system.

Should you need further, please let me know.

Respectfully Submitted,



Sergeant R. Montgomery #14

Enc: Appendix A and B

I believe this will be a huge benefit to the Sheriff's office to reduce non compliant sex offenders. MATH 4 - 05-28-19

We have collaborated with the Marshals Office on past initiatives with success. I have no objection.

Approved



5-30-19



5-30-19

US Marshals & SORE Enforcement Operation
06-01-2019 to 08-16-2019

*Planned enforcement will entail 3 teams of deputies working 4 hours per night one night per week to locate and arrest non-compliant sex offenders. (regular SORE detectives will team up with other assigned deputies).

*A civilian administrative assistant will compile the statistics and process paperwork bi-weekly to be turned in to the Marshals.

*Supplies requested are directly related to enforcement.

Deputy's Name	Grade	Hourly Rate	OT Rate	Number of Hours per Week	Weekly Rate	Number of Weeks	Total Enforcement Rate
Deputy Mark Estrada	Deputy 5	\$29.03	\$43.55	4	\$174.20	11	\$1,916.20
Deputy James Souders	Deputy 5	\$29.03	\$43.55	4	\$174.50	11	\$1,916.20
Deputy Stu Solomon	Free (Unpaid Reserve)		FREE	4			
Deputy - Unknown	Deputy 3	\$24.25	\$36.38	4	\$145.52	11	\$1,600.72
Deputy - Unknown	Deputy 3	\$24.25	\$36.38	4	\$145.52	11	\$1,600.72
Deputy - Unknown	Deputy 3	\$24.25	\$36.38	4	\$145.52	11	\$1,600.72
Civilian Raven Heninger	AA	\$15.00	\$22.50	2 Bi-Weekly	\$45 - Bi-Wk	6	\$270.00
Supplies							\$300.00
							\$9,204.56

Appendix B