

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2018 Agreement  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 41-6005521 DC#: S-32-

Amount Requested:  
  
\$ \_\_\_\_\_  
  
Number of Officers Listed: \_\_\_\_\_

OCDETF Investigation / Strategic Initiative  
Number: \_\_\_\_\_  
  
Operation  
Name: \_\_\_\_\_

From: \_\_\_\_\_  
Beginning Date of Agreement  
  
To: \_\_\_\_\_  
Ending Date of Agreement

Federal Agency Investigations:  
Number: \_\_\_\_\_

State or Local Organization  
Narcotics Supervisor: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Fax # (if applicable): \_\_\_\_\_

State or Local Organization Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sponsoring Federal Agency(ies):  
\_\_\_\_\_

Sponsoring Federal Agency  
Group/Squad Supervisor: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

---

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

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax # (if applicable): \_\_\_\_\_

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 2018.
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: Benefits (such as retirement, FICA, or other expenses) are 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. 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*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*

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.**

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office Date*

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: \_\_\_\_\_

OCDETF Investigation / Strategic Initiative Number: \_\_\_\_\_

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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
OCDETF STATE AND LOCAL OVERTIME POLICIES AND PROCEDURES**

**FY 2018 GREAT LAKES REGION ADDENDUM A**

**Definition of "Full-Time Participation"**

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).

**Exceptions to the "Full-Time Participation" Rule**

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.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
OCDETF STATE AND LOCAL OVERTIME POLICIES AND PROCEDURES  
FY 2018 GREAT LAKES REGION ADDENDUM B**

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.*

X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X  
X



# Organized Crime Drug Enforcement Task Forces

State or Local Overtime and Authorized  
Expense/Strategic Initiative  
Programs

Policies and Procedures Manual

Fiscal Year 2018

Executive Office for the  
Organized Crime Drug Enforcement Task Forces

# Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs

## INTRODUCTION:

The Organized Crime Drug Enforcement Task Forces (OCDETF) Program has consistently worked in close partnership with State or Local Law Enforcement Organizations in the investigation and prosecution of major drug trafficking organizations. Since its inception in 1982, OCDETF has operated a Program designed to reimburse State or Local Law Enforcement Organizations for the overtime costs of sworn Law Enforcement Officers incurred while assisting in OCDETF Investigations or more recently, approved Strategic Initiatives.

State or Local officers assigned to assist in OCDETF Investigations or Strategic Initiatives perform a variety of functions, including but not limited to: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

The sponsoring Federal Agency is expected to provide funds for case or Strategic Initiative related travel and per diem costs by State or Local officers. In limited cases, when the sponsoring Agency is unable to do so, overtime funding may be used for this purpose.

The OCDETF State or Local Overtime Fund is not to be used for equipment procurement or operational subsidies; nor is it to be used for the purchase of evidence or for confidential informant payments. Additionally, overtime and expenses for personnel other than sworn Law Enforcement officers are not permitted.

The OCDETF Executive Office is the coordination and policy office for the OCDETF State or Local Overtime and Authorized Expense/Strategic Initiative Programs. The OCDETF Executive Office will coordinate and manage funding on a nationwide basis for all State or Local Agreements and Reimbursement Requests. The OCDETF Executive Office is responsible for planning, developing, and implementing the policies and procedures for the State or Local Overtime and Authorized Expense/Strategic Initiative Programs with support from the OCDETF Regional Coordination Groups and the OCDETF Agencies.

There is one Regional Coordination Group located in each of the nine OCDETF Regions. Each Regional Coordination Group is located in a core-city to assist with managing the State or Local Program in that geographic region. The Regional Coordination Group is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. 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.



## POLICIES & PROCEDURES

### 1. Agreement

- a. Single Investigation. Agreements are specific to a single OCDETF Investigation or Strategic Initiative. While a single State or Local Law Enforcement Organization may be simultaneously participating in several OCDETF Investigations or Strategic Initiatives, a separate Agreement must be executed for each OCDETF Investigation or Strategic Initiative number.
- b. Eligibility. An Agreement to participate in the OCDETF State or Local Overtime and Authorized Expense/Strategic Initiative Programs (“Agreement”) must be completed whenever a State or Local Law Enforcement Organization plans to seek reimbursement for the overtime costs and authorized travel and per diem expenses resulting from participation in an OCDETF Investigation or Strategic Initiative. It must be carefully reviewed and understood by all approving officials. The sponsoring Federal Agency must be a participant in the Department of Justice Assets Forfeiture Fund.
- c. Funding. Funds awarded to an OCDETF Region shall be allocated on a case by case or Strategic Initiative by Strategic Initiative basis, after a review of the substance and needs of each particular Investigation or Strategic Initiative. Funds shall not simply be equally divided among participating Agencies or divided based upon some pre-existing ratio. The sponsoring Federal Agency must be a participant in the Department of Justice Assets Forfeiture Fund.
- d. Agreement Term. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1 of a given year and ends on September 30 of the following year. An Agreement must fall within a fiscal year period. If there is a pre-existing active Investigation or Strategic Initiative utilizing State or Local Overtime, the Agreement should be dated from the beginning of the fiscal year (October 1) through the end of the fiscal year (September 30). However, if a case is newly initiated during the fiscal year, the beginning Agreement date should accurately reflect when the case will begin using State or Local Overtime funding (beginning date of the Agreement through September 30). It is extremely important that start dates are accurate on the Agreement, as funds may be de-obligated if there is prolonged inactivity.
- e. Agreement Timeliness. As stated above, the beginning Agreement start date should accurately reflect when the case will begin using State or Local Overtime funding. As such, it is imperative that Agreements are signed in a timely manner so as to not interrupt an active investigation. All Agreements must have all required signatures up to the Regional Director within 30 days of the start date on the Agreement. For example, if an Agreement has a start date of April 1<sup>st</sup>, all signatures up to the Regional

Director must be signed by April 30<sup>th</sup>.

- f. Inactivity Deobligations. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. For example, if an Agreement is dated October 1<sup>st</sup>, and there is no activity by December 31<sup>st</sup>, the Agreement's funds will be deobligated. The Executive Assistant/Program Specialist will run a 90 day inactivity report from MIS on a monthly basis to identify inactive Agreements eligible for deobligation. If there is justification for not deobligating funds, that should be kept on file and be available upon request. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted to the OCDETF Executive Office as soon as possible.
- g. Agreement Caps. No individual Agreement with a State or Local Department may exceed \$25,000, and the cumulative amount of OCDETF State or 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; however, there will be increased scrutiny from management pursuant to levels of funding needed. 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.
- h. OCDETF Director Approval. A single OCDETF Investigation may not reach or exceed \$100,000 without written approval from the OCDETF Director. The \$100,000 cap is a cumulative total from all prior fiscal years, not just funding in the current fiscal year. To receive approval to exceed this level of funding, please submit a written request including justification (generally prepared by individual with direct knowledge of case details and State & Local officer activities) from the AUSA Regional Director to the OCDETF Director through the OCDETF Budget Officer. Approvals will be reviewed and granted on a case-by-case basis. Investigations reaching or exceeding the \$100,000 cap are subject to increased scrutiny and should include a detailed and thorough summary of the financial investigation in the justification.
- i. Heroin Initiative Overtime. All requests for Overtime under the National Heroin Initiative are approved at the Regional level by the Regional Director in consultation with the Regional Coordination Group. Heroin Initiative Overtime Agreements should be completed and routed in the same manner as other Overtime Agreements. Each Region has a specific Strategic Initiative Case Number for use on all National Heroin Initiative Agreements. Please note that all Heroin Initiative Overtime funding will come out of the Regional Allotment (i.e. there is NOT a separate funding pool at the

Executive Office or anywhere else). As such, it is incumbent on the Regional Coordination Group to manage Heroin Initiative Overtime funds within their Region. These funds must be maintained with the same diligence as regular Overtime funds as both are enclosed within the same Regional Allotment.

- j. Agreement Cover Page. All missing fields (except for the DC #) must be accurately completed before an Agreement is accepted. Please verify that all phone numbers, email addresses, and fax numbers are correct.
- k. Funding Modifications. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. 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 or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee and forwarded to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. The modification must be included in the Region's State or Local Agreement file and be available upon request.
- l. Full Time Participation. 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 established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception/waiver in Addendum A or a written justification approved by the Regional Coordination Group. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the Regional Coordination Group, but should be explicitly mentioned in Addendum A if allowed). [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.]
- m. 30 Day Reach-back Policy. The Regional Coordination Group may approve reimbursement for State or Local overtime worked during the thirty (30) day period prior to the date the case was approved as an OCDETF Investigation (i.e. when the Investigation Initiation Form was signed by the Regional Director). In no circumstance can the total amount of retroactive overtime paid exceed \$5,000 or cross into another fiscal year. The Agreement beginning date may never be before the case was approved as an OCDETF Investigation. [For example if the OCDETF case was approved on February 15<sup>th</sup> the OCDETF Regional Coordination Group may approve

payment for overtime worked from January 16<sup>th</sup> through February 14<sup>th</sup>, and the date of the Agreement would be February 15<sup>th</sup>, reimbursement for reach-back timeframe would be included in the February Reimbursement Request in this scenario.]

- n. Officers List. The “List of State or Local Law Enforcement Officers Assigned to Participate in the State or Local Overtime and Authorized Expense/Strategic Initiative Program” identifies the specific State or Local officers who have been assigned to the Investigation or Strategic Initiative and are expected to be eligible to receive overtime or travel and per diem funding. Only officers listed on this form are eligible to receive overtime reimbursement. Officers not listed on this form, submitted with the original Agreement, that seek overtime reimbursement must be approved and listed on the Notification of Change in Law Enforcement Officers Form. The change notification form must be received by the Executive Office before overtime is reimbursed.
  
- o. Required Signatures
  - (1) 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; the SAC (or designee) of the sponsoring Federal Agency field office where the State or Local officers will be working; the sponsoring Agency Regional OCDETF Coordinator; and the AUSA Regional OCDETF Director.
  - (2) When an OCDETF Investigation or Strategic Initiative involves more than one Federal Law Enforcement Organization, a single Agreement may be used and an official from the sponsoring Federal Agency must sign the Agreement. There must be a separate Agreement for each State or Local Organization, and for each Investigation or Strategic Initiative in which a State or Local Organization is participating.
  - (3) Other signatures may also be required at the discretion of the AUSA Regional OCDETF Director.
  - (4) All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
  
- p. Agreement/Modification Approval
  - (1) The sponsoring Agency Regional OCDETF Coordinator(s) must submit the proposed Agreement to the OCDETF Regional Coordination Group for approval. This should occur as part of the OCDETF Investigation selection process or soon thereafter if the need for State or Local participation is expected. Each fiscal year, the Strategic Initiatives will be reviewed for approval by the

Regional Coordination Group and the OCDETF Executive Office.

- (2) The OCDETF Regional Coordination Group must review and approve all Agreements. Each Agreement shall be for a specific amount of funding and for a specific period of time.
- (3) The original signed Agreement must be promptly submitted by FEDEX to the OCDETF Executive Office for final review and acceptance.
- (4) The OCDETF Regional Coordination Group will ensure that the cumulative overtime and authorized expense commitments do not exceed the total regional fund allocation. The OCDETF Executive Office will not be liable to reimburse any overtime over the approved regional fund allocation. Prior approval must be received from the Regional Coordination Group in order to exceed the allocation.
- (5) The OCDETF Regional Coordination Group also will ensure that official records are maintained to document the total number of regular and overtime hours worked by the State or Local officer(s). These records shall be maintained for six (6) years.
- (6) Reimbursement for any expenditure(s) above the Agreement amount must obtain prior approval by both the OCDETF Regional Coordination Group and the OCDETF Executive Office.
- (7) Amendments or changes in the amount of the Agreement or the listed participating Law Enforcement officers that occur after an Agreement has been executed must be agreed to by all approving officials. These amendments or changes must be transmitted by a screenshot of the modification successfully entered into MIS, signed by the AUSA Regional OCDETF Director or designee for the region and physically sent to the OCDETF Executive Office. Deobligations only require the initials of the Executive Assistant/OCDETF Program Specialist. All changes made to the original Agreement must be approved and initialed by the person making the revision and the AUSA Regional OCDETF Director.
- (8) If a State or Local officer is unable to be assigned to an OCDETF Investigation or Strategic Initiative on a full-time basis, an exception to the full-time rule may be granted by the OCDETF Regional Coordination Group. Any established exceptions or waivers 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.]

q. Periodic Review and Reporting. In order to obtain the required information regarding the “delivered” and “undelivered” status of open obligations, the following procedure must be followed in each region:

- (1) *By the 10th of each month*, the Executive Assistant/OCDETF Program Specialist (or other individual in the Core City U.S. Attorney’s Office responsible for handling State or Local billing) will provide to the Federal Agency Regional Coordinators a report, listing all Agreements for which a State or Local Organization has not submitted a bill for at least thirty (30) days, reflecting time worked through the end of the previous month. (For example, by March 10<sup>th</sup>, the Executive Assistant/OCDETF Program Specialist will prepare a listing of State or Local Agreements for which Organizations have not submitted a bill reflecting work through February 28).
- (2) The sponsoring Agency Regional OCDETF Coordinator from the sponsoring Agency will be responsible for contacting the State or Local Organizations on that list to determine the status of existing obligations. Specifically, the State or Local Organization must provide the sponsoring Agency Regional OCDETF Coordinator with some form of documentation (either a copy of a bill, or an e-mail or fax) indicating the dollar amount to be reimbursed for any time worked by State or Local officers through the end of the month in question.

*Please note:* The documentation provided to the sponsoring Agency Regional OCDETF Coordinator will not be a substitute for a formal bill. The Agency will still be expected to submit its formal bill to the Regional Coordination Group, in accordance with the State or Local Overtime and Authorized Expense/Strategic Initiative Policies and Procedures Manual. However, to the extent that bills are submitted in a timely fashion, but do not clear all approving officials within the 30-day period, this follow-up procedure will enable us to nevertheless account for the amounts expended under the Agreement during the prior months.

r. Deobligation. If a State or Local Organization indicates that it is no longer performing work under a particular Agreement, any unexpended funds under that Agreement should be immediately deobligated and a modification memorandum identifying the amount to be deobligated shall be submitted to the OCDETF Executive Office as soon as possible.

s. Non-DOJ Led Investigations. Non-DOJ Federal Agencies (such as HSI, IRS, Coast Guard, etc.) that lead OCDETF investigations may participate in the OCDETF State or Local Overtime Program. However, a statement must be included with the Reimbursable Agreement that the sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation. This statement must be included with



the Reimbursable Agreement prior to OCDETF Executive Office approval.

## 2. Reimbursement Requests

- a. Eligibility. Prior to any Reimbursement Request being submitted, a signed and fully executed Agreement between the State or Local Law Enforcement Organization and the OCDETF Region must be in place.
- b. Submission. To receive reimbursement funds for overtime and authorized expenses incurred by their officers, State or Local Organizations must submit their specific OCDETF Reimbursement Request Form. The Reimbursement Request must contain the signature of the authorized State or Local official certifying that the overtime costs, authorized travel, and per diem expenses are for the Law Enforcement officers identified in the Agreement, and that the costs were incurred as part of the approved OCDETF Investigation or Strategic Initiative, and that the requested funds have been paid to the State or Local officer(s).
- c. Monthly Billing. Reimbursement Requests MUST be submitted from the State or Local Organization to the immediate supervisor of the sponsoring Federal case agent (GS, SSA, etc.) on a monthly basis if work has been performed for that month. Any deviation from monthly billing must be approved by the OCDETF Regional Coordination Group and the OCDETF Executive Office.
- d. Supporting Documentation. 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 & Local official.
- e. Federal Agency Review. The Sponsoring Federal Agency Supervisory Special Agent (or designee) of the field office of the Federal Agency with which the State/Local officer(s) is working must sign and forward the original signed Reimbursement Request to the sponsoring Agency Regional OCDETF Coordinator. The Sponsoring Federal Agency Supervisory Special Agent is responsible for determining that the monies claimed are in accordance with the Agreement and authorized by the Regional Coordination Group under the State or Local Overtime and Authorized Expense/Strategic Initiative Policies and Procedures Manual, and for ensuring that overtime payments are legitimate and not excessive.
- f. Timing. The Reimbursement Request must be submitted to the Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked. For example, if overtime is incurred in May, the Reimbursement Request for the May overtime should be submitted to the Regional Coordination Group no later than June 30<sup>th</sup>. If the request is not submitted within this time period, it may not be honored and paid.



- g. Regional Coordinator Review. The sponsoring Agency Regional OCDETF Coordinator is then responsible for reviewing the request and for submitting the original signed Reimbursement Request to the AUSA Regional OCDETF Director after ensuring that the request falls within the allotted budget allocation for the Agreement. The total overtime payments for an individual officer for a 12-month period are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed. 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. Additionally, the Reimbursement Request contains an Officers Overtime Log that should be used to track individual officer's hours. The column in the Overtime Log entitled 'Other Federal Overtime earned this Fiscal Year' should be used to track other Federal (non-OCDETF cases such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) overtime hours earned in the Fiscal Year, so that when combined with the officer's total OCDETF overtime hours the individual officer's Federal overtime hours can be tracked towards the 25% threshold.
- h. MIS Responsibilities. The Executive Assistant/OCDETF Program Specialist is responsible for entering all information related to the Reimbursable Request into MIS. The Executive Assistant/OCDETF Program Specialist will also be responsible for generating a memo or letter from MIS and distributing to State or Local Organizations in the instance of any cost modification to the Reimbursement Request.
- i. Authorization. Prior to payment, the initiating sponsoring Agency Regional OCDETF Coordinator must certify that only authorized expenses are claimed. The State or Local officers may follow the travel regulations of their respective Organizations when such written regulations exist as long as the State or Local regulations do not conflict with Federal regulations; otherwise, Federal travel regulations shall govern all State or Local travel and per diem. In no instance shall the amount claimed exceed Federal allowances.
- j. Officer Overtime Log. The overtime log must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the overtime log, each column must be completed with the totals reported at the bottom. The overtime log must include the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State or Local officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request.
- k. AUSA Review. The AUSA Regional OCDETF Director is responsible for final review and approval of the Reimbursement Request. All changes made to the original Reimbursement must be approved and initialed by the person making the revision and the AUSA Regional OCDETF Director. The Reimbursement Request shall then be transmitted promptly to the OCDETF Executive Office for payment processing. All Reimbursement Requests for

overtime incurred in a prior fiscal year *must* be submitted to the OCDETF Executive Office *no later than* November 5<sup>th</sup> of the new fiscal year. **Requests received after the November 5<sup>th</sup> cut-off date may not be reimbursed.**

1. OCDETF Executive Office Responsibilities. The OCDETF Executive Office is responsible for ensuring that reimbursement is appropriate, that funds are available for payment, and that the reimbursement is processed and paid through the Financial Management Information System (FMIS) of the Department of Justice.

### 3. Payment

- a. Monthly Billing. Reimbursement Requests **MUST** be submitted from the State or Local Organization to the immediate supervisor of the sponsoring Federal case agent (GS, SSA, etc.) on a monthly basis if work has been performed for that month. Any deviation from monthly billing must be approved by the OCDETF Regional Coordination Group and the OCDETF Executive Office.
- b. Receiving Organization. Payments will be made directly to the State or Local Law Enforcement Organization for the expenses of the officers designated in the Agreement. Direct payments to officers are not allowed.
- c. Officer Caps. Payments will be based upon: (a) the authorized overtime rate of each participating officer listed in the Agreement as established by his/her State or Local Organization and (b) the authorized case or Strategic Initiative specific travel and per diem expenses incurred as a result of the Investigation or Strategic Initiative, to the extent that these costs are not covered by the sponsoring Federal Agency. The total overtime payments for an individual officer for a 12-month period (the Federal fiscal year is October 1<sup>st</sup> – September 30<sup>th</sup>), including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, HSI, FEMA, etc.) are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed (FY18 cap is \$18,042 per officer). 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.
- d. Actual Hours Worked. Payments will be made only on actual overtime hours worked on an OCDETF investigation. For example, if an officer works two hours of overtime but is allowed to charge for four hours, OCDETF will only reimburse the State or Local Organization for the two hours the officer actually worked on an OCDETF investigation (not the four hours the officer was paid for).
- e. Restrictions. Benefits (such as retirement, FICA, or other expenses) are **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. 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.

f. Record Keeping. The State or Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the Agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.

g. Electronic Funds Transfer Process

- (1) 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. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.
- (2) All participating State or Local Organizations must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating Organization or police department prior to processing their reimbursement payments. The address on the ACH form must match the address listed on the Agreement and each Reimbursable Request.
- (3) 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 A of each new Agreement.
- (4) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes within 30 days to ensure proper payment to the correct account. Reasons for change include but are not limited to change in bank name, routing number, and account number.
- (5) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the OCDETF Executive Office will submit payment for Reimbursement Requests with a Treasury Check.
- (6) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local Organizations to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive

Office. Please refer to <https://www.ipp.gov/> for registration, an instructional video, and a downloadable brochure on the IPP system.

#### 4. Audit Review

The State or Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, 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. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the Agreement, whichever is later. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.