Council File # _____
Green Sheet # _____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into Organized Crime Drug Enforcement Task Force (OCDETF) agreements with the United States Department of Justice for the period of January 1, 2015 through December 31, 2015 in order to participate in any Federal Bureau of Investigation or Drug Enforcement Agency task force operations for this period. The agreement(s) (Attachment A) will be entered into and a copy kept on file in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

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

Federal Tax Identification #: **41-6005521** DC#: **N-32-**
CFDA #: 16.111

Amount Requested: _____

Number of Officers Listed: **10**

From: _____ Beginning Date of Agreement

To: _____ Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: _____

Federal Agency Investigation Number: _____

State or Local Agency Name and Address:

St. Paul Police Department
367 Grove Street
St. Paul, MN 55107

State or Local Agency Narcotics Supervisor: _____
Telephone Number: _____

E-mail Address: _____

Fax # (if applicable): _____

Sponsoring Federal Agency Group/Squad Supervisor: **SSA Robert Woldt**

Telephone Number: **612/219-9156**

E-mail Address: **robert.woldt@ic.fbi.gov**

Sponsoring Federal Agency(ies): Federal Bureau of Investigation

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: _____

Telephone Number: _____

E-mail Address:

Fax # (if applicable):

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2014.

1. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives 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" requirement, 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 Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency

Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific

region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

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

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency 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 Coordinator *Date*

Funds are encumbered for the State/Local Agency 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 OFFICER PAGE

State or Local Agency: **St. Paul Police Department**

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.

NAME	TITLE/RANK	DOB
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12		
13		
14		

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

FY 2014 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.

Acknowledged:_____

Signature of Authorized State or Local Official *Title* *Date*

Addendum B - Great Lakes Region

THE OCDETF STATE AND LOCAL OVERTIME POLICIES AND PROCEDURES MANUAL IMPOSES THE FOLLOWING LIMITATIONS:

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, and monthly reimbursement estimates and zero amounts are to be provided to Coordinators by the 15th 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 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

Acknowledged: _____

Signature of Authorized State/ Local Official *Title* *Date*

Organized Crime Drug Enforcement Task Forces

State and Local Overtime and Authorized Expense/Strategic Initiative Programs

Policies and Procedures Manual

Fiscal Year 2015

Executive Office for the
Organized Crime Drug Enforcement Task Forces

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

State and 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 and 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 and 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs. The OCDETF Executive Office will coordinate and manage funding on a nationwide basis for all State and Local Agreements and Reimbursement Requests. The OCDETF Executive Office is responsible for planning, developing, and implementing the policies and procedures for the State and 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 and 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 Agency 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs ("Agreement") must be completed whenever a State or Local Law Enforcement Agency 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 and Local Overtime, the Agreement should be dated from the beginning of the fiscal year (October 1) through the entire 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 and 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 deobligated if there is prolonged inactivity.

e. 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 1st, and there is no activity by December 31st, the Agreement's funds will be deobligated. The 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 Agency 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.

f. Agreement Caps. No individual Agreement with a State or Local Department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

g. OCDETF Director Approval. A single OCDETF Investigation may not 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 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.

h. 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.

i. 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 and Local Agreement file and be available upon request.

j. 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. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.]

k. Officers List. The "List of State or Local Law Enforcement Officers Assigned to Participate in the State and 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.

l. Required Signatures

(1) Each Agreement must be approved and signed by a State or Local Law Enforcement Agency 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 Agency, 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 Agency, and for each Investigation or Strategic Initiative in which a State or Local Agency 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.

m. 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 and 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 submitted promptly 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 and 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) The Regional Coordination Group may approve reimbursement for State and Local overtime worked during the thirty (30) day period prior to the date the case was approved as an OCDETF Investigation. 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 15th the OCDETF Regional Coordination Group may approve payment for overtime worked from January 16th through February 14th, and the date of the Agreement would be February 15th]

(8) 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 forwarded to the OCDETF Executive Office. Deobligations only require the initials of the 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.

(9) 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 Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.]

n. Periodic Review, Reporting, and Estimates. 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 OCDETF Program Specialist (or other individual in the Core City U.S. Attorney's Office responsible for handling State and Local billing) will provide to the Federal Agency Regional Coordinators a report, listing all Agreements for which a State or Local Agency 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 10th, the OCDETF Program Specialist will prepare a listing of State or Local Agreements for which Agencies 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 and Local Agencies on that list to determine the status of existing obligations. Specifically, the State or Local Agency 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 and 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 and 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.

o. Deobligation. If a State or Local Agency 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.

p. Quarterly Estimate Process. State and Local Agencies must provide estimates of expected overtime work on a quarterly basis; this includes all invoices during the quarter that have not yet been sent to the Group Supervisor/Case Agent. These estimates are to be provided to the Group Supervisor/Case Agent by the fifth day of the last month of each quarter (December, March, June, and September). **For example, assume a State & Local Agency worked overtime in October, November, and anticipates incurring overtime in December. For the first quarter estimate due on December 5th, the S&L Agency would include what they expect to incur in December AND an estimate (or actual if known) of what was worked in November if the Reimbursement Request has not yet been prepared and sent to the Group Supervisor/Case Agent. In this example we assume that the October Reimbursement Request has already been sent to the Regional Coordination Group and does not need to be included as it is**

already been accounted for. If not, then the October estimate needs to be included as well.

The Group Supervisor/Case Agent must provide these estimates of overtime to be worked to the Regional Coordinator in a timely manner, no later than the tenth day of the last month of the quarter. The reimbursement amounts must then be entered into the Management Information System (MIS) by the OCDETF Program Specialist no later than the 15th of the last month of the quarter (December, March, June, and September).

The OCDETF Program Specialist is responsible for having all information related to the Agreement entered into MIS. The OCDETF Program Specialist will also be responsible for generating a memo or letter from MIS and distributing to State and Local Agencies upon initial approval of the Agreement and in the instance of any modification to the funding amount in the Agreement. Additionally, the OCDETF Program Specialist will be responsible for generating any specific reports from MIS requested by the Federal Agency Coordinator and/or AUSA.

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 Agency and the OCDETF Region must be in place.

b. Submission. To receive reimbursement funds for overtime and authorized expenses incurred by their officers, State and Local Agencies 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 and Local officer(s).

c. Monthly Billing. Reimbursement Requests MUST be submitted from the State or Local Agency 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 & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

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 and Local Overtime and Authorized Expense/Strategic Initiative Policies and Procedures Manual, and for insuring 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. 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 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 OCDETF Program Specialist is responsible for having all information related to the Reimbursable Request entered into MIS. The OCDETF Program Specialist will also be responsible for generating a memo or letter from MIS and distributing to State and Local Agencies 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 Agencies 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 and 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 and 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 5th of the new fiscal year. **Requests received after the November 5th cut-off date may not be reimbursed.**

l. 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. Reimbursement Requests MUST be submitted from the State or Local Agency 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. Payments will be made directly to the State or Local Law Enforcement Agency for the expenses of the officers designated in the Agreement. Direct payments to officers are not allowed.

c. 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 Agency 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 1st – September 30th), including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed. The 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. 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.

e. The State or Local Law Enforcement Agency 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.

f. The State or Local Law Enforcement Agency 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 Agencies from receiving OCDETF funding in the future.

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 and Local Agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating Agency 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 Agencies that are unable to accept this form of payment, however, such Agencies 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 Agencies 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 Agency 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 Agencies from receiving OCDETF funding in the future.

APPROVED FORMS (as of October 2014)

1. A nine-page OCDETF form to be used by State and Local Agencies and affected Federal Agencies when an Agreement is sought for the use of the OCDETF State and Local Overtime and Authorized Expense/Strategic Initiative Programs;

2. A one-page form to be used by the State and Local Agencies and affected Federal Agencies to notify the OCDETF Executive Office of the change in number of officers listed on an existing, approved Agreement;

3. A two-page form to be used by State and Local Agencies to request reimbursement of overtime and authorized expenses, including an Officers Overtime Log form, which should be used to assist in tracking individual officer hours and payments and to ensure that the annual maximum is not exceeded.

While changes to these forms may be minor, ***previous versions are now obsolete and should no longer be used.***