

PUBLIC SAFETY COMMITTEE

11-0559R

RESOLUTION AUTHORIZING THE CITY OF DULUTH POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES, GREAT LAKES REGION, FOR REIMBURSEMENT OF OFFICER OVERTIME IN THE AMOUNT OF \$25,000.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the organized crime drug enforcement task forces program, great lakes region, under the direction of the United States bureau of alcohol, tobacco, firearms and explosives enforcement (ATF) to reimburse the city for its costs in providing criminal investigative services from October 1, 2011, through September 30, 2012, in an amount not to exceed \$25,000, funds received payable to Fund 110-160-1610-4209-02 (General, Police, Administration and Investigation).

Approved:



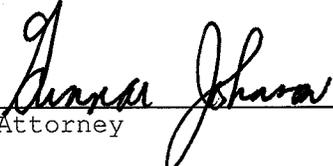
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:dma 10/17/2011

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an agreement with the organized crime drug enforcement task forces program (OCDETF) pursuant to which city police personnel provide investigative assistance to the United States Bureau of Alcohol, Tobacco, Firearms and Explosives enforcement (ATF), and for which said serves the city is reimbursed.



Organized Crime Drug Enforcement Task Forces

State and Local Overtime and Authorized Expense/Strategic Initiative Programs

Policies and Procedures Manual

Fiscal Year 2012

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 Executive Assistants will run a 90 day inactivity report from MIS on a monthly basis to identify inactive Agreements eligible for deobligation. 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 Coordinator to the OCDETF 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. To receive approval to exceed this level of funding, please submit a written request including justification from the AUSA Regional Coordinator to the OCDETF Director through the OCDETF Budget Officer. Approvals will be reviewed and granted on a case-by-case basis.
- 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 Coordinator or designee and forwarded to the OCDETF Executive Office. The modification must be included in the Region's State and Local agreement file and be available upon request.
- j. Full Time Requirement. Officers assigned to OCDETF investigations or Strategic Initiatives must 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 must 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.]
- j. 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.

k. Required Signatures

- (1) Each Agreement must be approved and signed by a State or Local law enforcement agency official, who 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 Coordinator.
- (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 Coordinator.
- (4) All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

l. 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 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 Coordinator or designee for the region and forwarded 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 Coordinator.
- (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.]

m. 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 Executive Assistant/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 Executive Assistant/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.

- (3) 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. If a status review reflects that no overtime funds were billed under the Agreement 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.
- (4) The Regional Agency Coordinator must provide an estimate of overtime worked for the prior month to the OCDETF Executive Assistant/OCDETF Program Specialist in a timely manner, no later than the 15th of the month. The reimbursement amounts must then be entered into the Management Information System (MIS) by the Executive Assistant/OCDETF Program Specialist no later than the 25th of each month. [If a region does not receive a monthly estimate for the corresponding bill for that month, it may not be paid.] Reimbursements submitted by the 10th of each month in lieu of the estimate will be accepted.
- (5) The Executive Assistant/OCDETF Program Specialist is responsible for entering all information related to the Agreement into MIS. The Executive Assistant/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 Executive Assistant/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 these Policies and Procedures, 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 Coordinator 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 to date this Fiscal Year' should be used to track other Federal (non-OCDETF cases) 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 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. 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.
- k. AUSA Review. The AUSA Regional OCDETF Coordinator 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 Coordinator. 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 30 of the new fiscal year. Requests received after the November 30 cut-off date may not be reimbursed.
- l. 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 and HIDTA, 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.

- d. 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.
- e. 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.
- f. 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.
 - (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. 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 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 2011)

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. **DELETED** a one-page form to be used by the OCDETF Regional Coordination Group to request funding modifications to existing agreements;
3. 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;
4. A one-page form to be used by State and Local agencies to request reimbursement of overtime and authorized expenses;
5. 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; and
6. Automated Clearing House (ACH)/Vendor payment information; this is the preferred way of payment (EFT) mandated by the 1996 Debt Collection Improvement Act.

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

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 #: 41-6005105

DC#: _____

Amount Requested: <u>\$ 25,000.00</u>
Number of Officers Listed: <u>7</u>
From: <u>October 1, 2011</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2012</u> <small>Ending Date of Agreement</small>

OCDETF Investigation / Strategic Initiative Number: <u>GL-MN-239</u>
Federal Agency Investigation Number: <u>778030-10-0052</u>
State or Local Agency Name and Address: <u>Duluth Police Department</u> <u>411 West 1st Street</u> <u>Duluth, MN 55801</u>

State or Local Agency Narcotics Supervisor: <u>Lt. Steve Stracek</u>
Telephone Number: <u>218-730-5491</u>
E-mail Address: <u>sstracek@duluthmn.gov</u>
Fax Number: <u>218-730-5905</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>GS Brian McCarthy</u>
Telephone Number: <u>651-726-0323</u>
E-mail Address: <u>Brian.mccarthy@atf.gov</u>

Sponsoring Federal Agency(ies): <u>Bureau of Alcohol, Tobacco, Firearms and Explosives</u>

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: Lt. Steve Stracek

Telephone Number: 218-730-5491

E-mail Address: sstracek@duluthmn.gov

Fax Number: 218-730-5905

Agreement (FY12), Page 1

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 2012.
2. 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 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 or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded 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 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 monthly 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 must 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 must 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 and HIDTA, 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 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.

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 Executive Assistant/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.

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

CITY OF DULUTH

Countersigned:

By: _____
 Mayor

_____ City Auditor

Attest: _____
 City Clerk

Approved as to form:

_____ City Attorney

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 Agency: **Duluth Police Department**

OCDETF Investigation / Strategic Initiative Number: **GL-MN-239**

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.	Rodney Wilson	Sergeant	05-24-75
2.	Jared Blomdahl	Investigator	11-12-74
3.	Jason Eikam	Investigator	01-16-75
4.	Jason Tanski	Investigator	06-29-72
5.	ANDREW MICKUS	Sergeant	10-14-71
6.	Steven Peterson	Investigator	03-11-65
7.	Michael Erickson	Investigator	06-30-72
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: Duluth Police Department	
Address: 411 West 1 st Street	
Duluth, MN 55801	
Taxpayer ID Number: 41-6005105	
Contact Person Name: Lt. Steve Stracek	Telephone Number: 218-730-5491

FINANCIAL INSTITUTION INFORMATION

Bank Name: Norwest Bank
Nine-Digit ABA Routing Transit Number: 091900012
Depositor Account Number: 0020020172
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
NOTIFICATION OF CHANGE IN LAW ENFORCEMENT OFFICERS

State or Local Agency: _____

OCDETF Investigation / Strategic Initiative #: _____ DC#: _____

Current Total Number of Officers: _____

Revised Total Number of Officers: _____

Effective Date of Change: _____

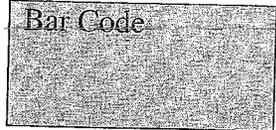
Sponsoring Federal Agency Coordinator Approval: _____

AUSA Regional OCDETF Coordinator or Designee Approval: _____

The law enforcement officers listed below are added to the above identified OCDETF investigation or Strategic Initiative. Any modifications must be approved by the sponsoring Federal Agency Coordinator and AUSA Regional OCDETF Coordinator or designee and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
REIMBURSEMENT REQUEST FOR OVERTIME COSTS AND
AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS
FOR STATE AND LOCAL LAW ENFORCEMENT PERSONNEL**



DATE OF REQUEST: _____

FEDERAL TAX IDENTIFICATION #: _____

DC #: **L - 32 -**

SEND PAYMENT TO:

(State or Local Agency, Address, Zip Code)

ADMINISTRATIVE OR FINANCIAL STAFF CONTACT :

Telephone/E-mail: _____

OCDETF INVESTIGATION / STRATEGIC INITIATIVE NUMBER: _____

SPONSORING FEDERAL AGENCY INVESTIGATION NUMBER: _____

DATES FOR WHICH REIMBURSEMENT IS REQUESTED: FROM _____ TO _____	AMOUNT REQUESTED:	OVERTIME	\$ _____	
		EXPENSES	\$ _____	
		TOTAL	\$ _____	

Number Of Officers Involved In Overtime: _____

Total Number Of Overtime Hours Claimed In This Request: _____

Total Number Of Regular Hours Worked During This Time Period On This OCDETF Investigation / Strategic Initiative(s): _____

In accordance with the executed State and Local Agreement, reimbursement is hereby requested for overtime and for authorized expense/Strategic Initiative programs of law enforcement officers from the above-named agency. I hereby certify that total overtime from all sources, inclusive of this request; for each officer covered by this request does not exceed 25% of the current approved Federal salary rate in effect at the time the overtime was performed. I further certify that the funds requested are for overtime, travel, Strategic Initiative operation expenses, and per diem expenses incurred by the officer(s) identified in the Agreement for work on the cited OCDETF investigation or Strategic Initiative, and that the State and Local officer(s) have been paid.

NOTE: DIRECT PAYMENTS TO OFFICERS ARE NOT ALLOWED.

Certified:

Authorized State or Local Official Title Date

Certified:

Sponsoring Federal Agency Group/Squad Supervisor Date

Approved:

Sponsoring Agency Regional OCDETF Coordinator Date

Approved:

Assistant United States Attorney Regional OCDETF Coordinator Date

Approved for Payment:

OCDETF Executive Office Date

Reimbursement Request - (FY12)

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
OFFICERS OVERTIME LOG**

OCDETF Investigation / Strategic Initiative Number:

State or Local Agency:

Current Billing Period:

Column Label	A	B	C	D	E	F	G	H
State or Local Employee Name	Number of Regular Hours Worked on case/ Strategic Initiative	Number of Overtime Hours Worked on case/ Strategic Initiative	Officer's Overtime Rate	Authorized Expenses Claimed for this billing period	OCDETF Overtime Amount Claimed for this billing period (BxC)+D=E	Other Federal Overtime Earned* to date this fiscal year **	Cumulative OCDETF Overtime Charged <u>including this billing period</u> this fiscal year***	Cumulative Overtime Charged from all Federal Sources this fiscal year ** F+G=H***
Totals								

*Other Federal Overtime Earned is overtime earned from ALL non-OCDETF Federal Sources including SafeStreets, HIDTA, etc.
 **Fiscal Year is from Oct 1 – Sep 30
 ***This amount cannot exceed 25% of the current Federal salary rate in effect at the time the overtime was performed
 Overtime Log - (FY12)