



Organized Crime Drug Enforcement Task Forces

State or Local Overtime and Authorized
Expense/Strategic Initiative
Programs

Policies and Procedures Manual

Fiscal Year 2020

Executive Office for the
Organized Crime Drug Enforcement Task Forces

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

INTRODUCTION:

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

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

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

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

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

There is one Regional Coordination Group located in each of the nine OCDETF Regions. Each Regional Coordination Group is located in a core-city to assist with managing the State or Local Program in that geographic region. The Regional Coordination Group is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

POLICIES & PROCEDURES

1. Allocation

- a. The OCDETF Executive Office will provide each Region's SLOT allocation to the Regions in October.
- b. The OCDETF Executive Office will work with the Regional Directors and Program Specialists to allocate the regions' resources by Federal agency. By utilizing past expenditure trends and any investigative realities of the new fiscal year an initial allocation level will be determined. It is important to note that the amount is not necessarily static and may be adjusted based upon demonstrated investigative need(s).
- c. The Regional Director/Program Specialist will provide the Federal agency representatives with their respective Federal agency's fiscal year budget allocation for state/local overtime.
- d. The Regional Coordinator and Program Analyst will utilize this initial budget allocation and the budget calculator page on the agreement to work with their Group Supervisors/Case Agents to determine the individual reimbursable agreement levels.
- e. The Regional Coordinator and Program Analyst will be responsible for ensuring that their reimbursable agreement levels fall within Agency regional funding levels.
- f. The Regional Program Specialist will track the Region's obligations and, on a regular basis, confer with the Agency Program Analysts to discuss the current obligation and current balance amounts.

2. Agreement

- a. Single Investigation. Agreements are specific to a single OCDETF Investigation or Strategic Initiative. While a single State or Local Law Enforcement Organization may be simultaneously participating in several OCDETF Investigations or Strategic Initiatives, a separate Agreement must be executed for each OCDETF Investigation or Strategic Initiative number.
- b. Eligibility. An Agreement to participate in the OCDETF State or Local Overtime and Authorized Expense/Strategic Initiative Programs ("Agreement") must be completed whenever a State or Local Law Enforcement Organization plans to seek reimbursement for the overtime costs and authorized travel and per diem expenses resulting from participation in an OCDETF Investigation or Strategic Initiative. It must be carefully reviewed and understood by all approving officials. The sponsoring Federal Agency must be a participant in the Department of Justice Assets Forfeiture Fund.
- c. Funding. Funds awarded to an OCDETF Region shall be allocated on a case by case or Strategic Initiative by Strategic Initiative basis, after a review of the substance and

needs of each particular Investigation or Strategic Initiative. Funds shall not simply be equally divided among participating Agencies or divided based upon some pre-existing ratio. The sponsoring Federal Agency must be a participant in the Department of Justice Assets Forfeiture Fund.

- d. Agreement Term. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1 of a given year and ends on September 30 of the following year. An Agreement must fall within a fiscal year period. If there is a pre-existing active Investigation or Strategic Initiative utilizing State or Local Overtime, the Agreement should be dated from the beginning of the fiscal year (October 1) through the end of the fiscal year (September 30). However, if a case is newly initiated during the fiscal year, the beginning Agreement date should accurately reflect when the case will begin using State or Local Overtime funding (beginning date of the Agreement through September 30). It is extremely important that start dates are accurate on the Agreement, as funds may be de-obligated if there is prolonged inactivity.
- e. Agreement Timeliness. As stated above, the beginning Agreement start date should accurately reflect when the case will begin using State or Local Overtime funding. As such, it is imperative that Agreements are signed in a timely manner so as to not interrupt an active investigation. All Agreements must have all required signatures up to the Regional Director within 30 days of the start date on the Agreement. For example, if an Agreement has a start date of April 1st, all signatures up to the Regional Director must be signed by April 30th.
- f. Inactivity Deobligations. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. For example, if an Agreement is dated October 1st, and there is no activity by December 31st, the Agreement's funds will be deobligated. The Executive Assistant/Program Specialist will run a 90 day inactivity report from MIS on a monthly basis to identify inactive Agreements eligible for deobligation. If there is justification for not deobligating funds, that should be kept on file and be available upon request. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted to the OCDETF Executive Office as soon as possible.
- g. Agreement Caps. No individual Agreement with a State or Local Department may exceed \$25,000, and the cumulative amount of OCDETF State or Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels; however, there will be increased scrutiny from

management pursuant to levels of funding needed. Please submit a written request including justification approved by the Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

- h. OCDETF Director Approval. A single OCDETF Investigation may not reach or exceed \$100,000 without written approval from the OCDETF Director. The \$100,000 cap is a cumulative total from all prior fiscal years, not just funding in the current fiscal year. To receive approval to exceed this level of funding, please submit a written request including justification (generally prepared by individual with direct knowledge of case details and State & Local officer activities) from the Regional Director to the OCDETF Director through the OCDETF Budget Officer. Approvals will be reviewed and granted on a case-by-case basis. Investigations reaching or exceeding the \$100,000 cap are subject to increased scrutiny and should include a detailed and thorough summary of the financial investigation in the justification.
- i. Strategic Initiative Overtime. All requests for Overtime for Strategic Initiatives are approved at the Regional level by the Regional Director in consultation with the Regional Coordination Group. These Strategic Initiative Overtime Agreements should be completed and routed in the same manner as regular OCDETF case Overtime Agreements. Each Region has a specific Strategic Initiative Case Number for each approved Initiative. **Please note that all Strategic Initiative Overtime funding will come out of the Regional Allotment (i.e. there is NOT a separate funding pool at the Executive Office or anywhere else).** As such, it is incumbent on the Regional Coordination Group to manage Strategic Initiative Overtime funds within their Region. These funds must be maintained with the same diligence as regular OCDETF case Overtime funds as both are enclosed within the same Regional Allotment. It is important to note that this is NOT the process for Strategic Initiative Expenses, they are approved and processed separately from Strategic Initiative Overtime.
- j. Agreement Cover Page. All missing fields (except for the DC#) must be accurately completed before an Agreement is accepted. Please verify that all phone numbers and email addresses are correct.
- k. Agreement Page Two. The SLOT Reimbursable Agreement form now includes a second page which is intended for use as a “calculator” tool to help forecast the investigative need(s) of a respective state/local partner. Page Two will require basic investigative information which will be used to more accurately determine the initial reimbursable agreement level. This is an initial estimate to assist in creating a baseline budget plan – modifications can be made to meet evolving investigative conditions. When making the initial reimbursable agreement amounts, and any subsequent modifications, the Regional Coordinator/Program Analyst must factor in their respective agency’s initial fiscal year funding allocation and **work within those parameters.**

1. 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 Regional OCDETF Director or designee and forwarded to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. The modification must be included in the Region's State or Local Agreement file and be available upon request.

- m. Full Time Participation. Officers assigned to OCDETF Investigations or Strategic Initiatives are expected to work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception/waiver in Addendum A or a written justification approved by the Regional Coordination Group. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the Regional Coordination Group, but should be explicitly mentioned in Addendum A if allowed). [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.]

- n. 30 Day Reach-back Policy. The Regional Coordination Group may approve reimbursement for State or Local overtime worked during the thirty (30) day period prior to the date the case was approved as an OCDETF Investigation (i.e. when the Investigation Initiation Form was signed by the Regional Director). In no circumstance can the total amount of retroactive overtime paid exceed \$5,000 or cross into another fiscal year. The Agreement beginning date may never be before the case was approved as an OCDETF Investigation. [For example if the OCDETF case was approved on February 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, reimbursement for reach-back timeframe would be included in the February Reimbursement Request in this scenario.]

- n. Officers List. The "List of State or Local Law Enforcement Officers Assigned to Participate in the State or Local Overtime and Authorized Expense/Strategic Initiative Program" identifies the specific State or Local officers who have been assigned to the Investigation or Strategic Initiative and are expected to be eligible to receive overtime or travel and per diem funding. Only officers listed on this form are eligible to receive

overtime reimbursement. Officers not listed on this form, submitted with the original Agreement, that seek overtime reimbursement must be approved and listed on the Notification of Change in Law Enforcement Officers Form. The change notification form must be received by the Executive Office before overtime is reimbursed.

o. Required Signatures

- (1) Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative; the SAC (or designee) of the sponsoring Federal Agency field office where the State or Local officers will be working; the sponsoring Agency Regional OCDETF Coordinator; and the Regional OCDETF Director.
- (2) When an OCDETF Investigation or Strategic Initiative involves more than one Federal Law Enforcement Organization, a single Agreement may be used and an official from the sponsoring Federal Agency must sign the Agreement. There must be a separate Agreement for each State or Local Organization, and for each Investigation or Strategic Initiative in which a State or Local Organization is participating.
- (3) Other signatures may also be required at the discretion of the AUSA Regional OCDETF Director.
- (4) All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

p. Agreement/Modification Approval

- (1) The sponsoring Agency Regional OCDETF Coordinator(s) must submit the proposed Agreement to the OCDETF Regional Coordination Group for approval. This should occur as part of the OCDETF Investigation selection process or soon thereafter if the need for State or Local participation is expected. Each fiscal year, the Strategic Initiatives will be reviewed for approval by the Regional Coordination Group and the OCDETF Executive Office.
- (2) The OCDETF Regional Coordination Group must review and approve all Agreements. Each Agreement shall be for a specific amount of funding and for a specific period of time.
- (3) The signed Agreement must be promptly submitted to the OCDETF Executive Office for final review and acceptance.

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

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

r. Non-DOJ Led Investigations. Non-DOJ Federal Agencies (such as HSI, IRS, Coast Guard, etc.) that lead OCDETF investigations may participate in the OCDETF State or

Local Overtime Program. However, a statement must be included with the Reimbursable Agreement that the sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation. This statement must be included with the Reimbursable Agreement prior to OCDETF Executive Office approval.

2. Reimbursement Requests

- a. Eligibility. Prior to any Reimbursement Request being submitted, a signed and fully executed Agreement between the State or Local Law Enforcement Organization and the OCDETF Region must be in place.
- b. Submission. To receive reimbursement funds for overtime and authorized expenses incurred by their officers, State or Local Organizations must submit their specific OCDETF Reimbursement Request Form. The Reimbursement Request must contain the signature of the authorized State or Local official certifying that the overtime costs, authorized travel, and per diem expenses are for the Law Enforcement officers identified in the Agreement, and that the costs were incurred as part of the approved OCDETF Investigation or Strategic Initiative, and that the requested funds have been paid to the State or Local officer(s).
- c. Monthly Billing. Reimbursement Requests MUST be submitted from the State or Local Organization to the immediate supervisor of the sponsoring Federal case agent (GS, SSA, etc.) on a monthly basis if work has been performed for that month. Any deviation from monthly billing must be approved by the OCDETF Regional Coordination Group and the OCDETF Executive Office.
- d. Supporting Documentation. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
- e. Federal Agency Review. The Sponsoring Federal Agency Supervisory Special Agent (or designee) of the field office of the Federal Agency with which the State/Local officer(s) is working must sign and forward the original signed Reimbursement Request to the sponsoring Agency Regional OCDETF Coordinator. The Sponsoring Federal Agency Supervisory Special Agent is responsible for determining that the monies claimed are in accordance with the Agreement and authorized by the Regional Coordination Group under the State or Local Overtime and Authorized Expense/Strategic Initiative Policies and Procedures Manual, and for ensuring that overtime payments are legitimate and not excessive.
- f. Timing. The Reimbursement Request must be submitted to the Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

For example, if overtime is incurred in May, the Reimbursement Request for the May overtime should be submitted to the Regional Coordination Group no later than June 30th. 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 Regional OCDETF Director after ensuring that the request falls within the allotted budget allocation for the Agreement. The total overtime payments for an individual officer for a 12-month period are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold. Additionally, the Reimbursement Request contains an Officers Overtime Log that should be used to track individual officer's hours. The column in the Overtime Log entitled 'Other Federal Overtime earned this Fiscal Year' should be used to track other Federal (non-OCDETF cases such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) overtime hours earned in the Fiscal Year, so that when combined with the officer's total OCDETF overtime hours the individual officer's Federal overtime hours can be tracked towards the 25% threshold.
- h. MIS Responsibilities. The Executive Assistant/OCDETF Program Specialist is responsible for entering all information related to the Reimbursable Request into MIS. The Executive Assistant/OCDETF Program Specialist will also be responsible for generating a memo or letter from MIS and distributing to State or Local Organizations in the instance of any cost modification to the Reimbursement Request.
- i. Authorization. Prior to payment, the initiating sponsoring Agency Regional OCDETF Coordinator must certify that only authorized expenses are claimed. The State or Local officers may follow the travel regulations of their respective Organizations when such written regulations exist as long as the State or Local regulations do not conflict with Federal regulations; otherwise, Federal travel regulations shall govern all State or Local travel and per diem. In no instance shall the amount claimed exceed Federal allowances.
- j. Officer Overtime Log. The overtime log must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the overtime log, each column must be completed with the totals reported at the bottom. The overtime log must include the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State or Local officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request.
- k. Regional Director Review. The 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 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.**

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

3. Payment

- a. Monthly Billing. Reimbursement Requests **MUST** be submitted from the State or Local Organization to the immediate supervisor of the sponsoring Federal case agent (GS, SSA, etc.) on a monthly basis if work has been performed for that month. Any deviation from monthly billing must be approved by the OCDETF Regional Coordination Group and the OCDETF Executive Office.
- b. Receiving Organization. Payments will be made directly to the State or Local Law Enforcement Organization for the expenses of the officers designated in the Agreement. Direct payments to officers are not allowed.
- c. Officer Caps. Payments will be based upon: (a) the authorized overtime rate of each participating officer listed in the Agreement as established by his/her State or Local Organization and (b) the authorized case or Strategic Initiative specific travel and per diem expenses incurred as a result of the Investigation or Strategic Initiative, to the extent that these costs are not covered by the sponsoring Federal Agency. The total overtime payments for an individual officer for a 12-month period (the Federal fiscal year is October 1st – September 30th), including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, HSI, FEMA, etc.) are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed (FY20 cap is \$18,649.00 per officer). The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
- d. Actual Hours Worked. Payments will be made only on actual overtime hours worked on an OCDETF investigation. For example, if an officer works two hours of overtime but is allowed to charge for four hours, OCDETF will only reimburse the State or Local Organization for the two hours the officer actually worked on an OCDETF investigation (not the four hours the officer was paid for).
- e. Restrictions. Fringe benefits (such as retirement, FICA, or other expenses) are **NOT** to be

included in overtime payment. Auxiliary educational benefits are also **NOT** to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will **NOT** be reimbursed.

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

4. **Audit Review**

The State or Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the Agreement, whichever is later. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.