

Memorandum



Subject

Task Force Agreements
(DFN: 601-05)


Date

August 4, 2009

To

Chief McGinley
El Centro Police Department

From


Thomas Walsh
A/Assistant Special Agent in Charge
Imperial County District Office

Enclosed is the Task Force Agreement for FY '10. This is a standard agreement that is approved by Chief Counsel and is identical to the one used last year. The maximum reimbursable overtime rate for FY '10 is set at \$16,903.25, which is 25 percent of a GS-12, step 1.

Please review the agreement, sign and return it with your Task Force Officer or contact Maria Martinez, our Office Assistant, at 760-355-0857 to arrange pick up. Please do not mail the agreement. If you have any questions, please feel free to contact me at the above number.

Enclosure

**Imperial County District Office
STANDARD PROVISIONAL
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1st day of October 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the El Centro Police Department (hereinafter "ECPD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Imperial County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people, the parties hereto agree to the following:

1. The Imperial County District Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the ICDO Task Force, the ECPD agrees to detail one (1) experienced officer to the ICDO Task Force for a period of not less than two years. During this period of assignment, the ECPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The ECPD officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The ECPD officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the ICDO Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and

information, investigative equipment, training, and other support items.

6. The ECPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by ECPD during the term of this agreement.

For the Drug Enforcement Administration:

Ralph W. Partridge
Special Agent in Charge

Date: _____

For the El Centro Police Department:

James McGinley
Chief of Police

Date: 8-11-09

Yvonne Obeso

From: Pothier, Mark [Mark.A.Pothier@usdoj.gov]

Sent: Wednesday, March 10, 2010 11:26 AM

To: Yvonne Obeso

SW-CAS-0485H R6-09-0012 EL PADRINO ACTIVE	1/22/2009	R. SAWYER & M. GROSSMAN DEA ICDO Group 3
SW-CAS-0492H R6-09-0025 BURRITO GRANDE ACTIVE	4/9/2009	R. SAWYER & M. GROSSMAN DEA ICDO GROUP 3
SW-CAS-0493H R6-09-0043 BACK STABBER ACTIVE	4/9/2009	R. SAWYER & M. GROSSMAN DEA ICDO GROUP 3

Yvonne,

These are the cases that Robert Sawyer is associated with. I believe that Robert is only listed on the 485 and 493 case.

Thanks,
Mark

*Mark A. Pothier
Special Agent
Organized Crime Drug Enforcement Task Force Coordinator
US Drug Enforcement Administration
San Diego Field Division
Office: 858-616-4213
Cell: 619-571-1872*

3/10/2010

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

P.O. Box 61129
Houston, TX 77208

713-567-9000
Fax: 713-718-3307

Commander Ron Merideth
El Centro Police Department
150 N. 11th Street
El Centro, CA 92243

October 19, 2009

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2010

Dear Commander Merideth:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the El Centro Police Department under the following terms:

OCDETF Case #:	SW-CAS-0493	BACK STABBER
Dates of the Agreement:	10/01/2009 through 09/30/2010 (Fiscal 2010)	
Funding Amount:	\$ 10,000.00	
Sponsoring Federal Agency:	DEA	

At no time should your State or Local agency exceed the approved funding noted above.

****Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator prior to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2010

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$16,903.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2009). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 13 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of \$20,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Tim Jung at 713-693-3333.

Very truly yours,

Tim Johnson
United States Attorney

Kenneth Magidson
OCDETF Coordinator
Southwest Region

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

OCT 09 REC'D

**Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE
PROGRAM**

Federal Tax Identification #: _____ DC#: _____

Amount Requested: 10,000.00 *OKed (01/20/09)*
~~\$ 20,000.00~~

Number of Officers Listed: 2

From: October 1, 2009
Beginning Date of Agreement

To: September 30, 2010
Ending Date of Agreement

State or Local Agency
Narcotics Supervisor: Ron Merideth, Commander

Telephone Number: 760-336-8985

E-mail Address: rmerideth@ecpd.org

Fax Number: 760-337-4862

OCDETF Investigation / Strategic Initiative
Number: SW-CAS-0493H

Federal Agency Investigation
Number: R6-09-0043

State or Local Agency Name and Address:

El Centro Police Department

150 N. 11th Street

El Centro, CA. 92243

Sponsoring Federal Agency
Group/Squad Supervisor: DEA GS Tom Walsh

Telephone Number: 760-337-3744

E-mail Address: Thomas A.
Walsh@usdoj.gov

Sponsoring Federal Agency(ies): Drug Enforcement Administration

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: Suzanna Perkins

Telephone Number: 760-337-4528

E-mail Address: sperkins@ecpd.org

Fax Number: 760-337-4862


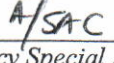


This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, 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, October, 2009.
1. No individual agreement with a State or Local department may exceed \$20,000, 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 \$30,000 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 is to provide monthly billing estimates or activity upon request.
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. 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.
13. Overtime payments, in any event, 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.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.
16. 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.
17. 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.
18. 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.
19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local 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.
21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The 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:		EXECUTIVE COMMANDER	9/25/09
	Authorized State or Local Official	Title	Date
Approved By:		A/SAC	10/7/09
	Sponsoring Federal Agency Special Agent in Charge or Designee		Date
Approved By:		Sponsoring Agency Regional OCDETF Coordinator	10-14-09
			Date
Approved By:		Assistant United States Attorney Regional OCDETF Coordinator	10/20/09
			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 AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: El Centro Police Department

OCDETF Investigation / Strategic Initiative Number: SW-CAS-0493H

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.	Robert Sawyer	Officer	1/17/74
2.	Jesus Viesca	Officer	8/8/82
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A

Definition of "Full-time Participation"

The Southwest Region Coordination Group includes in the definition of "full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent.

Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use.

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: El Centro Police Department	
Address: 150 N. 11 th Street	
El Centro, CA. 92243	
Taxpayer ID Number: 95-6000704	
Contact Person Name: Suzanna Perkins	Telephone Number: 760-337-4528

FINANCIAL INSTITUTION INFORMATION

Bank Name: Wells Fargo
Nine-Digit ABA Routing Transit Number: 12100248
Depositor Account Number: 4768-046807
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
REIMBURSEMENT REQUEST FOR OVERTIME COSTS AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS
FOR STATE AND LOCAL LAW ENFORCEMENT PERSONNEL

Bar Code

DATE OF REQUEST: _____

FEDERAL TAX IDENTIFICATION #:

YREGDOC: - 05 -

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:

AMOUNT REQUESTED: OVERTIME \$ _____

EXPENSES \$ _____

FROM _____ TO _____

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 - (Oct. 09)

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES OFFICERS OVERTIME LOG

OCDETF Investigation/Strategic Initiative Number:

State or Local Agency:

Current Billing Period:

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 pay period	OCDETF Overtime Amount Claimed for this pay period	Other Federal Overtime Earned to date this Fiscal Year *	Cumulative OCDETF Overtime Charged to date this Fiscal Year*	Cumulative Overtime Charged from all Federal Sources this fiscal year *
Totals								

*Fiscal Year is from Oct 1 – Sep 30
Overtime Log - (Oct. 09)

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

State or Local Agency: _____

OCDETF Investigation/Strategic Initiative #: _____ YREGDOC No: _____

Current Total Number of Officers: _____

Revised Total Number of Officers: _____

Sponsoring Federal Agency Coordinator: _____

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.

NAME

TITLE/RANK

DOB

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

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 #: 95-6000704 DC#: _____

Amount Requested:

\$ 20,000.00

Number of Officers Listed: 2

From: October 1, 2009

Beginning Date of Agreement

To: September 30, 2010

Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Ron Merideth, Commander

Telephone Number: 760-336-8985

E-mail Address: rmerideth@ecpd.org

Fax Number: 760-337-4862

OCDETF Investigation / Strategic Initiative
Number: SW-CAS-0493H

Federal Agency Investigation
Number: R6-09-0043

State or Local Agency Name and Address:

El Centro Police Department

150 N. 11th Street

El Centro, CA. 92243

Sponsoring Federal Agency
Group/Squad Supervisor:

DEA GS Tom Walsh

Telephone Number: 760-337-3744

E-mail Address: Thomas A.
Walsh@usdoj.gov

Sponsoring Federal Agency(ies): Drug Enforcement Administration

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: Suzanna Perkins

Telephone Number: 760-337-4528

E-mail Address: sperkins@ecpd.org

Fax Number: 760-337-4862

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, October, 2009.
1. No individual agreement with a State or Local department may exceed \$20,000, 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 \$30,000 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 is to provide monthly billing estimates or activity upon request.
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. 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.
13. Overtime payments, in any event, 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.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.
16. 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.
17. 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.
18. 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.
19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local 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.
21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The 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: Executive Commander 9/25/09
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 AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: El Centro Police Department

OCDETF Investigation / Strategic Initiative Number: SW-CAS-0493H

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.	Robert Sawyer	Officer	1/17/74
2.	Jesus Viesca	Officer	8/8/82
3.			
4.			
5.			
6.			
7.			
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: El Centro Police Department	
Address: 150 N. 11 th Street	
El Centro, CA. 92243	
Taxpayer ID Number: 95-6000704	
Contact Person Name: Suzanna Perkins	Telephone Number: 760-337-4528

FINANCIAL INSTITUTION INFORMATION

Bank Name: Wells Fargo
Nine-Digit ABA Routing Transit Number: 12100248
Depositor Account Number: 4768-046807
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/>

Monthly Overtime Log in Microsoft Excel features:

- Monthly Tabs on bottom of workbook for each month of Fiscal Year (October – September) for case tracking
- Only required entries are for fields: Name of Officer, Number of Regular Hours Worked on Case, Officer's Overtime Rate, Authorized Expenses Claimed, and Other Federal Overtime Earned to date this Fiscal Year
- Computations on OT Log are done automatically which include: OCDETF Overtime Amount Claimed for this pay period, Cumulative OCDETF Overtime Charged to date this Fiscal year, Cumulative Overtime Charged from Federal Sources this Fiscal Yea and Totals for each column
- Computations for Cover sheet are computed automatically which include: Overtime Amount Requested, Expenses Amount Requested, Total Claimed Amount Requested, Number of Officers Involved In This Billing, Total Number of Overtime Hours Claimed In This Request, and Total Number of Regular Hours Worked During This Time Period On This OCDETF Investigation(s)
- OCDETF Investigation Number and State or Local Agency will automatically carry over from one month to the next
- State or Local Employee Name will automatically carry over from one month to the next, which enables the spreadsheet to keep a running cumulative overtime total to track against the 25% officer salary cap for each officer
- Option to enter in 10 Officers, 25 Officers, and up to three (3) Overtime Rates for each officer (if applicable)

FY 2010 - ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE STATE/LOCAL OFFICERS LOG									
MONTH	DAY	# OF OCDETF REGULAR HOURS	# OF OCDETF OVERTIME HOURS	Arrest Case Administration Hearing Informant Development	Interviews Pen Register Analysis Preparation/Monitoring Report Writing Search Warrants Subpoena	Supervision Surveillance Testimony Title III Transcribing	Trial Preparation Undercover Activities Witness Preparation	**Other (Give Explanation)	THE OFFICER IS REQUIRED TO HAVE THIS FORM AUTHORIZED BY THE FEDERAL SUPERVISOR EVERY MONTH
	1								STATE/LOCAL AGENCY
	2								OFFICER'S NAME
	3								OCDETF INVESTIGATION #
	4								MONTH/YEAR
	5								TOTAL OCDETF REGULAR HOURS
	6								TOTAL OCDETF OVERTIME HOURS
	7								OVERTIME HOURLY RATE
	8								TOTAL: \$
	9								OFFICER'S SIGNATURE
	10								FOR SUPERVISORY USE ONLY
	11								APPROVING STATE/LOCAL OFFICIAL
	12								DATE
	13								FEDERAL AGENCY SUPERVISOR
	14								DATE
	15								
	16								
	17								
	18								
	19								
	20								
	21								
	22								
	23								
	24								
	25								
	26								
	27								
	28								
	29								
	30								
	31								
TOTALS		0	0						

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
2010 OFFICERS OVERTIME LOG

OCDETF Investigation Number:

State or Local Agency:

Billing Period for Fiscal Year 2010:

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	OCDETF Overtime Amount Claimed for this pay period	Other Federal Overtime Earned to date this Fiscal Year *	Cumulative OCDETF Overtime Charged to date this Fiscal year*	Cumulative Overtime Charged from Federal Sources this fiscal year *
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
Totals:	0	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Fiscal year is from Oct 1 - Sep 30