

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 94-6000410

DC#: R7-15-0040

Amount Requested:

\$ 10,000.00

Number of Officers Listed: 14

From: May, 10, 2016

Beginning Date of Agreement

To: September 30, 2016

Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Lt. Alisa Buckley

Telephone Number: 916-808-0832

E-mail Address: ABuckley@pd.cityofsacra

Fax # (if applicable): mento.org

Sponsoring Federal Agency(ies):

Drug Enforcement Administration

OCDETF Investigation / Strategic Initiative

Number: PA-CAE-0422

Operation

Name: Tales of old California

Federal Agency Investigations:

Number: R7-15-0040

State or Local Agency Name and Address:

Sacramento Police Department

5770 Freeport Blvd Suite 100

Sacramento, CA 95822

Sponsoring Federal Agency DEA/TF1 -GS Leslie
Group/Squad Supervisor: Tomaich

Telephone Number: 916-480-7177

E-mail Address: Leslie.C.Tomaich@usdoj.
gov

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 billing on the Reimbursement Request:

Name: David Polimeni

Telephone Number: 916-808-0304

E-mail Address: djpolimeni@pd.cityofsacramento.org

Fax# (if applicable): _____

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

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.
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 Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The 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 Director or designee must initial all funding changes.
23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

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

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official *Title* *Date*

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

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *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*

ADDENDUM A

OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.
2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude "full-time participation" by a participating local agency. These circumstances include the following:

1. Unforeseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforeseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen circumstances; *i.e.*, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged:

Authorized State or Local Official
(Name and Signature)

Title

Date

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: Lt. Alisa Buckley
Address: 5770 Freeport Blvd
Sacramento, CA 95822

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
6. OCDETF State and Local Overtime funds are *not* to be used for:
- a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
7. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
- a. Quarterly estimates are to be provided to the Federal Group Supervisor/Case Agent by the fifth (5th) of the last month of each quarter (Q1-due December 5th, Q2-due March 5th, Q3-due June 5th, and Q4-due September 5th)
 - b. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$ 17,548.00 from any Federal source this fiscal year.

Acknowledged:

Authorized State or Local Official

Title

Date

City of
SACRAMENTO
Police Department

SAMUEL D. SOMERS JR.
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

Monday, May 9, 2016

Mr. Erik Ellenes
Supervising Special Agent
DEA OCDEFT Regional Coordinator
450 Golden Gate Avenue
San Francisco, California, 94102

Dear Mr. Ellenes,

The Sacramento Police Department is requesting a waiver from the full-time participation requirement for this OCDEFT investigation due to our limited staffing and the current number of other active investigations within our city.

Our agency is committed to assisting and in providing the requested staffing to assist on the OCDEFT case. However, due to our current level of staffing and the unpredictable nature of major events, there may be instances where our agency will not be able to provide a Detective.

Due to the fact that the Sacramento Police Department is currently experiencing extremely low staffing levels but is willing to assist in this OCDEFT investigation, I ask that you relieve us on any non-compliance regarding the full time requirements.

Sincerely,



Lieutenant Alisa Buckley
Investigations Division
Sacramento Police Department



SACRAMENTO POLICE DEPARTMENT

5770 Freeport Boulevard, Suite #100,
Sacramento, CA 95822

MEMORANDUM

TO: FBI Deborah Wee
Regional OCDETF Coordinator

FROM: Lieutenant Alisa Buckley
Office of Investigations

DATE: 5/10/2016

RE: Memorandum of waiver or exception for PA-CAE-0422 (Tales of old California)

The Sacramento Police Department's Detectives are on a 4/10-work week and are compensated at the overtime rate for any hours worked in excess of 10 hours per day. In addition to assisting on the aforementioned OCDETF case, detectives in our office are responsible for narcotic and gang investigations that occur in and around the city of Sacramento. Detectives do not routinely work a full 10-hour day on OCDETF cases because a Federal Bureau of Investigations Administration scheduling agent dictates the hours that detectives work on the case, however detectives do work all hours on narcotics and gang cases. Detectives make every effort to be available and to provide the requested staffing to assist on OCDETF cases. However, in some instances this equates to detectives working a partial shift with or without overtime, and in other cases the detectives often work on their day off.

For PA-CAE-0422, an FBI scheduling agent has assigned agency teams to remain and work together on specific days during the month which generally fall on the detective's day off and in rare instances, twelve hour shifts in order to facilitate communications and for ease of surveillance.

Since the Sacramento Police Department is not able devote personnel directly to OCDETF due to the high number of sworn vacancies in the department, we ask that you please relieve us of any non-compliance regarding the full time requirements.