



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 02/01/2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Department of Justice

***Project Title/Description:**

Organized Crime Drug Enforcement Task Force (OCDETF) Rematch

***Purpose:**

The Organized Crime Drug Enforcement Task Forces is an independent component of the U.S. Department of Justice. OCDETF was established to combat transnational organized crime and to reduce the availability of illicit narcotics in the U.S. using a multi-agency approach to enforcement.

***Procurement Method:**

This agreement is a non-Procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

Identify, disrupt, and dismantle the most serious drug trafficking and money laundering organizations and those primarily responsible for the State's drug supply.

***Public Benefit:**

Public safety and reduction of drug trafficking activities.

***Metrics Available to Measure Performance:**

OCDETF, through the Federal Bureau of Investigation, will reimburse the Pima County Sherriff's Department State or Local Overtime and Authorized Expenses under the Strategic Initiative program for case #SW-AZT-872.

***Retroactive:**

Yes. Our legal counsel has been working to negotiate the terms of the agreement. The Pima County Sheriff's Department would not be reimbursed for overtime working on OCDETF cases if this agreement is not approved.

TO: COB 1-19-2022 (2)
Vers.: 1
pgs.: 16

01-19 '22 AM 10:12

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 22*0099
Commencement Date: 10/20/2021 Termination Date: 09/30/2022 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 25,000.00

*Funding Source(s) required: Department of Justice

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? This is a revenue contract.

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 520-351-6374

Department Director Signature: Julia Guter Date: 1-11-2022

Deputy County Administrator Signature: Date:

County Administrator Signature: Date: 1/11/2022

RESOLUTION 2022 - _____**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF ORGANIZED CRIME DRUG ENFORCEMENT TASK
FORCES FY 2022 AGREEMENT FOR CASE # SW-AZT-872 BETWEEN THE FEDERAL
BUREAU OF INVESTIGATION AND PIMA COUNTY FOR ASSISTANCE IN LAW
ENFORCEMENT OPERATIONS DURING FISCAL YEAR 2021 – 2022.****The Board of Supervisors of Pima County, Arizona finds:**

1. The Organized Crime Drug Enforcement Task Forces (“OCDETF”) is an independent component of the U. S. Department of Justice. OCDETF was established to combat transnational organized crime and to reduce the availability of illicit narcotics in the U.S. using a multi-agency approach to enforcement. The OCEDTF program combines the resources and expertise of federal, state, and local law enforcement organizations in concentrated and coordinated investigations of organized crime, money laundering, and major drug trafficking networks.
2. OCDETF partners sponsoring Federal Agencies with State and Local Law Enforcement Agencies in OCDETF Investigations, Strategic Initiatives and prosecutions. The OCEDTF Program offers Agreements to State and Local Law Enforcement Agencies for Reimbursement of overtime and authorized expenses incurred while assisting in a specified OCDETF Investigation or Strategic Initiative.
3. OCDETF, through the Federal Bureau of Investigation, has offered the Pima County Sheriff’s Department (“PCSD”) a FY 2022 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-872, Operation Rematch (“the Agreement”), attached to this Resolution as **Exhibit A**.
4. The OCDETF Program requires the Agreement to be signed by “an authorized State or Local Organization official”.
5. It is in the best interests of the residents of Pima County, to accept the Organized Crime Drug Enforcement Task Forces FY 2022 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-872, Operation Rematch.

NOW, THEREFORE, BE IT RESOLVED AS SET FORTH ON THE FOLLOWING PAGE:

- A. The Sheriff of Pima County or his designee, is authorized and directed to, on behalf of the Pima County Board of Supervisors, accept and sign the Organized Crime Drug Enforcement Task Forces FY 2022 Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Case # SW-AZT-872, Operation Rematch as directed by OCDEF.

- B. The Sheriff of Pima County or his designee is authorized and directed, on behalf of the Pima County Board of Supervisors, to execute any other amendments or modifications required by OCDEF in carrying out County's duties under the Agreement.

Passed and adopted, this _____ day of _____, 2022.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT A

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 781-693-049
Federal Tax Identification #: 86-6000543

EXO USE Only
DCN: <u>Y-32-</u>

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>
<u>\$ 25,000.00</u>
Number of Officers Listed: <u>36</u>

OCDETF Investigation / Strategic Initiative Number: <u>SW- AZT-872</u>
Operation Name: <u>Rematch</u>

From: <u>October 20, 2021</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2022</u> <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: <u>245C-PX-3118908</u>

State or Local Organization
Narcotics Supervisor: <u>Capt. Edward Spinney</u>
Telephone Number: <u>(520) 351-8850</u>
E-mail Address: <u>edward.spinney@sheriff.pima.gov</u>

Rural Designation
Rural* Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Operation Zip Code(s): <u>85701, 85621</u>

State or Local Organization Name: <u>Pima County Sheriff Department</u>
Address to receive OCDETF paperwork (no PO Boxes): Attention: ** <u>Cpat. Edward Spinney</u> <u>1750 E. Benson Highway</u> <u>Tucson, AZ. 85714</u>

Sponsoring Federal Agency(ies): <u>Federal Bureau of Investigation</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>SSA William Martinez</u>
Telephone Number: <u>(602) 723-0968</u>
E-mail Address: <u>wjmartinez@fbi.gov</u>

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Bonnie Schaeffer
Telephone Number: (520) 351-6374
E-mail Address: bonnie.schaeffer@sheriff.pima.gov

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>. NOTE - ONLY include one zip code in the Rural designation box if case is classified as Rural.

**Include the name of the person the form should be mailed to.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FY 2022 Agreement Initial Funding Form

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

OCDETF Case #: SW- AZT-872

Amount Requested: \$ 25,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance
 Takedown
 Trial/Court
 Wire: Approved Pending
 Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

The Pima County Sheriff Department (PCSD) will assist in Organized Crime and Drug Enforcement Task Force (OCDETF) case #245C-PX-3118908. The investigative activity requested by the PCSD will consist of various law enforcement operations. These activities may consist of vehicle traffic stops, air unit support, K9 unit support, plain clothes Narcotic Officers support for surveillance operations, search warrants, arrests, interviews, and evidence collection.

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 43.33</u>	<u>575.00</u>	<u></u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

The Pima County Sheriff Department will be requested to assist the Organized Crime and Drug Enforcement Task Force with investigations and surveillance operations. Several Deputies and specialized units (K9, Air Unit) will be requested to assist in an effort to more effectively conduct these various operations.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization 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 or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2022.
2. No individual Agreement with a State or Local organization 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 five (5) 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 Organization indicates that it is no longer performing work under a particular Agreement, the State or 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 or Local Law Enforcement Organization 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.

6. 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.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. 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.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. 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 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.] The Organization 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.
11. 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 or Local official.
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 Organization affected by any such modification will receive a memo notifying them of the changes.

13. 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 Organization 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 Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization 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 Organization 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 Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization 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. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations 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 Director 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 Organizations 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.
23. 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 dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

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 Organization. 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 Organization 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: ~~AS 867~~ CID COMMANDER 10/27/2021
Authorized State or Local Official Title Date

SPINNEY
Print Name

Approved By:  10/27/2021
Sponsoring Federal Agency Special Agent in Charge or Designee Date

William J. Martiwee
Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

PIMA COUNTY

Chris Nanos, Sheriff

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 Organization: **Plima County Sheriff Department**

OCDETF Investigation / Strategic Initiative Number: **SW- AZT-872**

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.	██████████	██████████	██████████
2.	██████████	██████████	██████████
3.	██████████	██████████	██████████
4.	██████████	██████████	██████████
5.	██████████	██████████	██████████
6.	██████████	██████████	██████████
7.	██████████	██████████	██████████
8.	██████████	██████████	██████████
9.	██████████	██████████	██████████
10.	██████████	██████████	██████████

OCDETF Officer Form (Continued)

State or Local Organization: Plma County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW- AZT-872

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>
11.	[REDACTED]	[REDACTED]	[REDACTED]
12.	[REDACTED]	[REDACTED]	[REDACTED]
13.	[REDACTED]	[REDACTED]	[REDACTED]
14.	[REDACTED]	[REDACTED]	[REDACTED]
15.	[REDACTED]	[REDACTED]	[REDACTED]
16.	[REDACTED]	[REDACTED]	[REDACTED]
17.	[REDACTED]	[REDACTED]	[REDACTED]
18.	[REDACTED]	[REDACTED]	[REDACTED]
19.	[REDACTED]	[REDACTED]	[REDACTED]
20.	[REDACTED]	[REDACTED]	[REDACTED]
21.	[REDACTED]	[REDACTED]	[REDACTED]
22.	[REDACTED]	[REDACTED]	[REDACTED]
23.	[REDACTED]	[REDACTED]	[REDACTED]
24.	[REDACTED]	[REDACTED]	[REDACTED]
25.	[REDACTED]	[REDACTED]	[REDACTED]
26.	[REDACTED]	[REDACTED]	[REDACTED]
27.	[REDACTED]	[REDACTED]	[REDACTED]
28.	[REDACTED]	[REDACTED]	[REDACTED]
29.	[REDACTED]	[REDACTED]	[REDACTED]
30.	[REDACTED]	[REDACTED]	[REDACTED]
31.	[REDACTED]	[REDACTED]	[REDACTED]
32.	[REDACTED]	[REDACTED]	[REDACTED]

OCDETF Officer Form (Continued)

State or Local Organization: Pima County Sheriff Department

OCDETF Investigation / Strategic Initiative Number: SW- AZT-872

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>
33.	[REDACTED]	[REDACTED]	[REDACTED]
34.	[REDACTED]	[REDACTED]	[REDACTED]
35.	[REDACTED]	[REDACTED]	[REDACTED]
36.	[REDACTED]	[REDACTED]	[REDACTED]
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Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY

For purposes of reimbursing OCDEF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDEF investigation or multiple OCDEF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDEF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDEF investigation before claiming any overtime; or**
- 3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions #2 and #3, must be attached to each effected claim for reimbursement.

Any Other Exceptions or Justifications

This form should not be altered. No additional exceptions will be approved without written approval from Regional Coordinator.

Addendum B

Identification of Additional Policy Requirements

TO STATE AND LOCAL OVERTIME AGREEMENT STRATEGIC INITIATIVE FUNDING REQUEST

Note: The following ONLY pertains to Strategic Initiative Funding Requests, which will be extremely limited in FY22.

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures. Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.