

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement Officers to the OCDETF investigation or Strategic Initiative; the Operations Manager or Lead Strike Force Attorney; and the OCDETF Executive Office.

1. This Agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the funding amount or type of equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the State & Local Organization to the agreement.
2. It is agreed that the State & Local Agency named on this agreement will assist in OCDETF investigations, Strategic Initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces Strike Force Program Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force Program must be completed whenever a State & Local Organization seeks reimbursement for permissible costs resulting from their participation in a Strike Force investigation. All agreements must be carefully reviewed and understood by the required approving officials.
4. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1st of a given year and ends on September 30th of the following year. An agreement must fall within a fiscal year period. Since investigations and initiatives frequently span two or more fiscal years, new Agreements must be initiated for each fiscal year. However, if a case is newly initiated during the fiscal year, the beginning agreement date should accurately reflect when the case will begin using Operations funding (beginning date of the Agreement through September 30). It is imperative that start dates are accurate on the agreement, as funds may be de-obligated if there is prolonged inactivity.
5. If a State & Local Organization indicates that it no longer expects to expend funds obligated under a particular Agreement, any unexpended funds under that Agreement should be immediately deobligated and a Funding Change Notification identifying the amount to be deobligated shall be submitted by the Operations Manager/Lead Strike Force Attorney to the OCDETF EXO as soon as possible. Moreover, if an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. Upon this occurrence, it is the responsibility of the Operations Manager/Lead Strike Force Attorney to submit a funding change notification to the State & Local Organizations stating that funding has been deobligated because of the ninety (90) day rule.
6. A list of costs for reimbursement by the Strike Force Program will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount

Requested on the Agreement Cover Page. The list must detail each expense expected to be purchased under the Agreement. For example, listing “Equipment” or “Surveillance Equipment” is unacceptable. Instead, all equipment should be listed separately (i.e., binoculars, cameras, camera mounts). Each expense listed on the cost estimate sheet must have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Operations Manager/Lead Strike Force Attorney must ensure the cumulative authorized expense commitments do not exceed the total Strike Force fund allocation
8. Reimbursement for any expenditure(s) above the Agreement amount must obtain prior approval by the Operations Manager/Lead Strike Force Attorney. Approval and a Cost Modification Form submitted to the OCDETF EXO are required before the extra expenses can be submitted for reimbursement being incurred. Please Note: this includes individual expenditure lines on the Agreement (for example, if there is a line for pole cameras, a line for rent, and a line for electric; the reimbursement for any one of those lines cannot be exceeded without a Cost Modification Form).
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a modification memo approved and signed by the Operations Manager/Lead Strike Force Attorney and forwarded to the OCDETF EXO.
10. 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.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strike Force by a State & Local program participant include the following: informant fees; purchase of evidence; travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; and rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be reimbursed in advance and must be paid in arrears. Reimbursable Requests for rent are due on the first workday of a new month and must be for the month that just ended. Rent reimbursement depends on the permissibility and availability of funds under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code. Rental Reimbursement Requests can only be submitted within the period of performance on the Agreement. Any rent crossing the fiscal year must be split between the two fiscal years (For example, a rental agreement in which the performance dates are September 15th through October 15th will have to be split into two fiscal years. The first bill must be submitted in the current fiscal year to cover September 15th through September 30th. The second bill must be submitted in the following fiscal year to cover October 1st through October 15th.)
13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force for the duration of its existence. All equipment should be tagged and

tracked throughout the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing State & Local Organization. The reimbursement of these items must be permissible under the AFF statute, Section 524(c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Reimbursement Requests MUST be submitted from the State & Local agency to the Operations Manager/Lead Strike Force Attorney for expenses and equipment purchases during the month. The monthly Reimbursement Request must only contain expenses incurred during the corresponding month. Any deviation from monthly billing must be approved by the Operations Manager/Lead Strike Force Attorney and the OCDETF EXO.
15. For reimbursement of any investigation related expenses or equipment, regardless of cost, the State & Local Organizations must provide copies of all official procurement documents to the Operations Manager/Lead Strike Force Attorney along with the Reimbursement Request. Official procurement documents include purchase orders, service agreements, invoices, receiving documents, or related emails, faxes, and other vendor correspondence. If proper supporting documentation is not provided, OCDETF will not make reimbursement payments. Additionally, the cumulative amount of all reimbursements cannot exceed the Agreement amount without proper modification.
16. The sponsoring Federal agency considers DOJ a sharing participant of any assets seized and forfeited for the investigation.
17. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State & 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. Electronic Funds Transfer Process
 - a) 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.

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, agreed to herein represent projections only, and are based upon consultation between the Strike Force and the State & Local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation.

Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: _____
Authorized State & Local Official Title Date

Print Name

Approved By: _____
Operations Manager/Lead Strike Force Attorney Title Date

Print Name

Funds are encumbered for the State & Local Organization costs specified above.
Subject to availability of funds.

Approving Official: _____
OCDETF Executive Office Date

**Organized Crime Drug Enforcement Task Forces
Strike Force Agreement Cost Estimate**

Name of Strike Force:

OCDETF Investigation Number:

The following is an estimate of operational costs expected to be incurred by State & Local law enforcement in an OCDETF Strike Force investigation. These costs are reimbursable under this agreement, subject to the availability of funds.

<u>Description</u>	<u>Amount</u>
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