



AGENDA REPORT

Meeting Date: November 18, 2008
Item Number: F-11
To: Honorable Mayor & City Council
From: David L. Snowden
Subject: **APPROPRIATION OF \$10,000 FROM THE GENERAL FUND TO THE LAW ENFORCEMENT GRANT FUND TO FUND OVERTIME EXPENDITURES RELATED TO THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE PROGRAM**

Attachments: 1. Agreement

RECOMENDATION

Staff recommends that the City Council move to appropriate \$10,000 to fund police overtime as follows:

	FROM		TO
\$10,000.00	General Fund Unrestricted Fund Balance 01-30000	\$10,000.00	Operating Transfers Out
\$10,000.00	Operating Transfer In Law Enforcement Grant Fund 19	\$10,000.00	Overtime Pay 1902105F007-71300

INTRODUCTION

Over the past few years, the Detective Bureau has intensified its investigation of dangerous and prolific narcotics suspects. Oftentimes, police officers involved in these investigations work with allied local, state, and federal law enforcement agencies to apprehend suspects and seize evidence outside the City of Beverly Hills on cases of mutual interest.

DISCUSSION

The United States Drug Enforcement Administration (DEA) has recognized the important contributions made by local law enforcement agencies in narcotics investigations and has established the Organized Crime Drug Enforcement Task Force program. The DEA has invited the Beverly Hills Police Department to participate in this task force and has agreed to reimburse the City for authorized overtime expenditures related to task force investigations, strategic initiatives, and prosecutions.

FISCAL IMPACT

Under the Organized Crime Drug Enforcement Task Force program, the DEA will reimburse the City for overtime costs incurred as a result of task force operations up to a maximum of \$10,000.



Scott Miller
Finance Approval



David L. Snowden
Approved By

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 #: _____ DC #: _____

Amount Requested:
\$ 10,000.00

Number of Officers Listed: 10

OCDETF Investigation / Strategic Initiative
Number: SW-CAC-0917H
(JADE PHOENIX)

Federal Agency Investigation
Number: RI-08-0183

From: 10-1-2008
Beginning Date of Agreement

To: 9-30-2009
Ending Date of Agreement

State or Local Agency Name and Address:
Beverly Hills Police Department
464 N. Rexford Drive
Beverly Hills, CA 90210

State or Local Agency
Narcotics Supervisor: SGT Scott Dowling

Telephone Number: 310-285-2173

E-mail Address: sdowling@beverlyhills.org

Fax Number: 310-285-9353

Sponsoring Federal Agency(ies):
DEA/HIDTA: #41, Los Angeles, CA

Please provide the name, telephone number and e-mail address 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: Sharon Rahban

Telephone Number: 310-285-2420

E-mail Address: srahban@beverlyhills.org

Fax Number: 310-285-2441

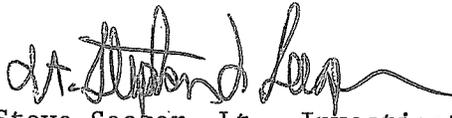
This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge,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

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, 2008.
2. 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 within five (5) working days of 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 to 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 be telephonically advised ten (10) business days in advance of such modification with follow-up confirmation in writing.
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 field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator also will monitor these payments.
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 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.
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 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 AUSA Regional OCDETF Coordinators obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.



Approved By: Steve Seeger, Lt., Investigative Services Div.
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.**

Accepted By: _____
OCDETF Executive Office Date