

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 #: _____
Federal Tax Identification #: _____

EXO USE Only
DCN: Y-32- _____

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>

Number of Officers Listed: _____

OCDETF Investigation / Strategic Initiative Number: SI-SE-005-17
Operation Name: OPERATION HI-FI

From: October 1, 2021 <small>Beginning Date of Agreement</small>
To: September 30, 2022 <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: _____

State or Local Organization
Narcotics Supervisor: _____
Telephone Number: _____
E-mail Address: _____

Rural Designation
Rural* Y <input type="checkbox"/> N <input type="checkbox"/>
Operation Zip Code(s): _____

State or Local Organization Name: _____
Address to receive OCDETF paperwork (no PO Boxes): Attention:** _____ _____ _____

Sponsoring Federal Agency(ies): Federal Bureau of Investigation

Sponsoring Federal Agency Group/Squad Supervisor: A/SSA Richard Gaskins
Telephone Number: (251) 219-3208
E-mail Address: rcgaskins@fbi.gov

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: _____
Telephone Number: _____
E-mail Address: _____

Agreement (FY22), Page 1

*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.

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EXO USE Only
DCN: Y-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>
Number of Officers Listed: _____

OCDETF Investigation / Strategic Initiative Number: SE-ALS-115
Operation Name: OPERATION ICE COAST

From: October 1, 2021 <small>Beginning Date of Agreement</small>
To: September 30, 2022 <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: _____

State or Local Organization
Narcotics Supervisor: _____
Telephone Number: _____
E-mail Address: _____

Rural Designation
Rural* Y <input type="checkbox"/> N <input type="checkbox"/>
Operation Zip Code(s): _____

State or Local Organization Name:
Address to receive OCDETF paperwork (no PO Boxes):
Attention:** _____

Sponsoring Federal Agency(ies): Federal Bureau of Investigation

Sponsoring Federal Agency Group/Squad Supervisor:	A/SSA Richard Gaskins
Telephone Number:	(251) 219-3208
E-mail Address:	rcgaskins@fbi.gov

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Agreement (FY22), Page 1

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DUNS #: _____
Federal Tax Identification #: _____

EXO USE Only
DCN: Y-32-

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

OCDETF Investigation / Strategic Initiative Number: SE-ALS-0117
Operation Name: OPERATION FINESSE

From: October 1, 2021 <small>Beginning Date of Agreement</small>
To: September 30, 2022 <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number:

State or Local Organization
Narcotics Supervisor:
Telephone Number:
E-mail Address:

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

State or Local Organization Name:
Address to receive OCDETF paperwork (no PO Boxes):
Attention:**

Sponsoring Federal Agency(ies): Federal Bureau of Investigation

Sponsoring Federal Agency Group/Squad Supervisor:	A/SSA Richard Gaskins
Telephone Number:	(251) 219-3208
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Agreement (FY22), Page 1

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

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.

Addendum A

Definition of “Full-Time Participation” Exemption

SE REGION OVERTIME POLICY

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

- 1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF 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 16 overtime hours 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.

Any Other Exceptions or Justifications

Am I Rural? – Report

Report produced by the Rural Health Information Hub on 10/07/21.

Location

Report Address:

200 E Section Ave, Foley, AL
36535

Latitude: 30.41359

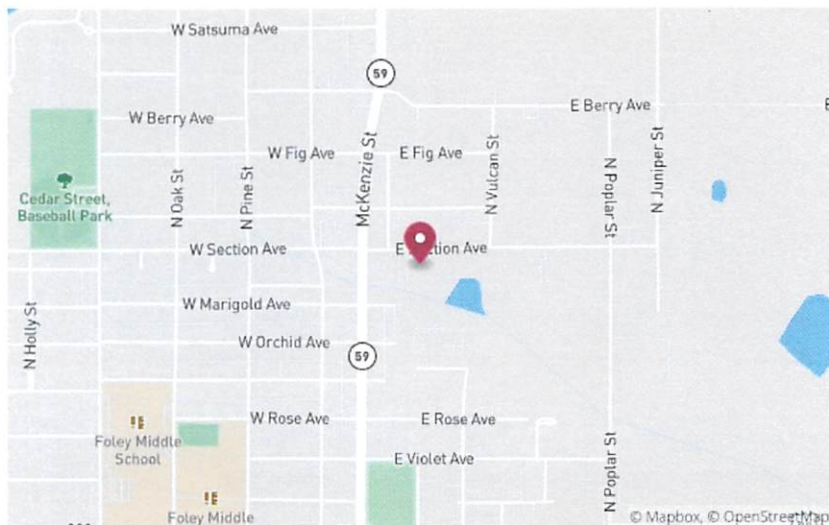
Longitude: -87.68203

Census Tract: 01003011501

(Based on 2019 boundaries)

County:

Baldwin County, AL



The information provided by this service addresses only the rural aspect of a program's requirements. Your *Am I Rural?* report is not a guarantee of your rural status. Please check with the program contacts directly to verify your eligibility for specific federal programs.

Program Eligibility

Program	Rural?	
CMS - Rural Health Clinics (RHC) Program	YES	<p>The Rural Health Clinics Program requires that your location be outside an Urbanized Area as defined by the U.S. Census. (Please note there are additional location requirements (https://www.ruralhealthinfo.org/topics/rural-health-clinics#location-requirements), for RHCs.)</p> <p>This location is not in an Urbanized Area.</p>
FORHP - Grant Programs	YES	<p>This location is eligible for Federal Office of Rural Health Policy grant programs.</p> <p>Census Tract 01003011501 in Baldwin County, AL has been designated by FORHP as rural. (For FY22 grant cycle)</p>

Common Rural Definitions

How Your Location is Defined

Census 2010, Percent Rural

Information for Baldwin County

- Percent of County Population that is Rural: 42.28

Core Based Statistical Areas (CBSAs)

- CBSA Type: Metropolitan
- CBSA Name: Daphne-Fairhope-Foley, AL Metro Area
- CBSA ID: 19300

Federal Office of Rural Health Policy (FORHP) defined rural areas

Census Tract in Baldwin County, AL has been designated by FORHP as rural.

Frontier and Remote Area (FAR) 2010

Not located in a Frontier and/or Remote area.

Rural Urban Commuting Areas (RUCAs) by census tract

- RUCA Code: 4.0
- Primary Description: Micropolitan area core: primary flow within an Urban Cluster (UC) of 10,000 through 49,999 (large UC)

Rural Urban Continuum Codes (RUCCs)

RUCCs are assigned at the county level.

Information for Baldwin County

- RUCC Code: 3
- RUCC Description: Metro - Counties in metro areas of fewer than 250,000 population

Urban Influence Codes (UICs) 2013

Information for Baldwin County

- Urban Influence Code: 2
- UIC Description: Small-in a metro area with fewer than 1 million residents

Urbanized Areas / Urban Clusters

Considered urban - located within an Urbanized Area or Urban Cluster.

- Urbanized Area/Cluster Name: Foley, AL Urban Cluster
- UA/UC Number: 30171

Shortage Designations

Health Professional Shortage Areas

Primary Care	YES	<ul style="list-style-type: none"> Name: Low Income - South Baldwin Date of Designation: February 24, 1998 Last Update: September 10, 2021
Dental Care	YES	<ul style="list-style-type: none"> Name: Low Income - Mobile/Baldwin Date of Designation: January 24, 2001 Last Update: September 10, 2021
Mental Health	YES	<ul style="list-style-type: none"> Name: Baldwin County Date of Designation: March 22, 2013 Last Update: September 10, 2021

Medically Underserved Areas/Populations

Medically Underserved Area (MUA)	YES	<ul style="list-style-type: none"> Name: Baldwin County Date of Designation: January 1, 1994 Last Update: January 1, 1994
Medically Underserved Population (MUP)	NO	
Medically Underserved Area - Governor's Exception (MUA-GE)	NO	
Medically Underserved Population - Governor's Exception (MUP-GE)	NO	

For data sources and definitions, see the [Rural Classifications \(/am-i-rural/help#classification\)](/am-i-rural/help#classification) help section.