Organized Crime Drug Enforcement Task Forces
FY 2024 Agreement
For the Use of the State & Local Overtime and Authorized Expenses / Strategic Initiative Program

UEI #: LJCKY7DLT898 EFT* indicator: ☐☐☐☐

Federal Tax Identification: 88-6000138

*EFT indicator is required if there is more than one bank account associated with the UEI.

EXO USE ONLY
DC#: A-32-

Amount Requested: $7,500
Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed: 2

OCDETF Investigation / Strategic Initiative Number: PA-NW-0377

Operation Name: RED SKARE

From: 1/01/2024 (Beginning Date of Agreement)

To: 1/01/2025 (Ending Date of Agreement)

Federal Agency Investigations Number: 245D-LV-3788030

Sponsoring Federal Agency(ies): FBI / ATF

State & Local Organization

Supervisor: Andy Carter

Phone Number: 775-437-0457

Email Address: CarterAC@reno.gov

Group / Squad Supervisor: SSA Mike Brown

Phone Number: 310-405-5668

Email Address: MKBROWN@FBI.gov

State & Local Organization Name: Washoe County Sheriff's Office

State & Local Address: 911 Parr Boulevard, Reno NV 89512

Addendum A in use? Y ☐ N ☐

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration:**

Finance Contact: Kurt Green

Phone Number: 775-328-2884

Email Address: KGreen@Washoe County.gov

SAM.gov Entity Administrator: Kurt Green

Phone Number: 775-328-2884

Email Address: KGREEN@washoecounty.gov

Organized Crime Drug Enforcement Task Forces
FY 2024 Agreement Initial Funding Form
For the Use of the State & Local Overtime and Authorized Expenses / Strategic Initiative Program

OCDETF Case #: PA-NV-0377

Amount Requested: $1,500
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 (which cannot be prior to the case approval 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:

- Report Writing / Documentation
- Source Development
- Warrant Applications
- Social Media Research

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:
$65.25	114	

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

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 Sponsoring Federal Agency Special Agent in Charge (SAC), or designee, of the sponsoring Federal Agency field office where the State & Local Officers will be working; the sponsoring Agency Regional OCDETF Coordinator; the Regional OCDETF Director; and the OCDETF Executive Office.

1. It is agreed that the State & 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 & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2024.
2. No individual Agreement with a State & Local Organization may exceed $25,000; and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation within a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding requested. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. If the funds for a particular Agreement are completely deobligated with the intention of closing the Agreement, it will not count as a modification for purposes of this policy. No increase modifications should be submitted if there are no bills entered on the Agreement in MIS. These amendments or changes must be submitted as a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF EXO in a timely manner not to exceed thirty (30) days. The signed Modification Memo should be returned to the State & Local Organization, included in the region's State & Local agreement file, and be available upon request.
4. 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. [For example, if an Agreement is dated October 1st, and there is no activity by December 30th, the Agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will routinely run 90-day inactivity reports from MIS to identify inactive Agreements eligible for deobligation. The OCDETF EXO will assist with monitoring aging Agreements. Furthermore, if a State & Local Organization determines there will be no additional work performed under a particular Agreement, a funding change notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced 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 & 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. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization 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 approved by the RCG and attached as an Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. The Reimbursement Request must be submitted to the Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in May, the Reimbursement Request for the May overtime should be submitted to the Regional Coordination Group no later than June 30th.] Requests not submitted within this period, may not honored or paid.
11. 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 period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
12. 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 & Local Organization is responsible for ensuring that this annual payment is not exceeded. The OCDETF Program Specialist, or designee, will monitor these payments through MIS and communicate to the Federal Agency Regional OCDETF Coordinators, who provide status updates to any officer approaching the threshold.
13. The Overtime Log (page 2 of the Reimbursement Request) must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the Overtime Log, each column must be completed with the totals reported at the bottom. The Overtime Log must include the officer's name from the Agreement or Officer Modification Form, the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State & Local Officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request. Additionally, the Reimbursement Request contains an officer's Overtime Log for tracking individual officer's hours. The column in the overtime log titled 'Other Federal Overtime earned this Fiscal Year' should be used to track other federal non-OCDETF cases (i.e., Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) overtime hours earned in the fiscal year, so when combined with the officer's total OCDETF overtime hours the individual officer's total federal overtime hours can be tracked towards the 25% threshold.
14. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
15. The State & Local Law Enforcement Organization shall maintain paper or electronic records for a period of six (6) years. Accurate and complete records must account for all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site auditing and inspection.

16. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Regional policies are documented in the Addendum B of approved Agreements. The agencies must adhere to these additional requirements unless they have written approval by the RCG for any exceptions to the regional policies.
17. The sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation.
18. 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 & Local Law Enforcement Organization 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.
19. 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.
20. 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, 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.
21. 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.
22. 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 period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency 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 or Strategic Initiative. Additionally, resources are contingent upon the availability of AFF funds per the approval and signature of the OCDETF EXO obligating authority. The OCDETF EXO will approve and certify all terms and conditions of the Agreement have been met.

Approved By: Darin Balaam Sheriff 1/29/24

Authorized State & Local Official *Title* *Date*

Darin Balaam

Print Name

Approved By: _____

Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

_____

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 & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____

OCDETF Executive Office *Date*

Organized Crime Drug Enforcement Task Forces
FY 2024 State & Local Law Enforcement Officers Assigned to
Participate in the State & Local Overtime and
Authorized Expenses / Strategic Initiative Program

State & Local Organization: Washoe County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-NV-0377

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.

	Name*	Title / Rank	DOB
1.	Travis Beaudry	Deputy	3/11/1989
2.	Kenneth Rangle	Deputy	10/03/1979
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

OCDETF Officer Form (Continued)

State & Local Organization: Washoe County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-NV-0377

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.

	Name*	Title / Rank	DOB
11.			
12.			
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*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to reimburse only 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:

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.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime may 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 regular* time will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works between eight (8) and seventy-nine (79) hours regular* time per month on OCDETF matters, then the officer/agent will be reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular* time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter must be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) state that the sponsoring federal agency supervisor in the district where the investigation is being conducted approves of the request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged: Darin Balaam Darin Balaam Sheriff 1/29/24

Authorized State or Local Official *Title* *Date*

(Name and Signature)

**A minimum of 1 (one) regular hour must be worked on the OCDETF investigation for which the overtime is being billed for reimbursement.*

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: Andy Carter
   Address: 455 East 2nd Street, Reno NV

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. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

5. 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.
   f. reimbursement of compensation time earned in lieu of overtime payment

6. 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.***

7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$20,707.50** from any Federal source this fiscal year.

Acknowledged: Darin Balaam — Sheriff — 1/29/24
Authorized State or Local Official — *Title* — *Date*
(Name and Signature)