

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING COST REIMBURSEMENT AGREEMENT BETWEEN THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND THE SARPY COUNTY SHERIFF'S OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the attached Agreement and notice of limits (collectively referred to as Agreement) provides for the reimbursement of overtime for drug task force members; and,

WHEREAS, the Agreement must be submitted to the Federal Bureau of Investigation (FBI); and,

WHEREAS, Sarpy County is committed to and supports the Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that submission of the Agreement for the Sarpy County Sheriff's Office is hereby approved.

DATED this 16th day of March, 2010.

MOVED by Tom Richards, seconded by Quity Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
Tom Richards
Patrick J. Thomas

none

Joni Jones

ABSTAIN:

none



Approved as to form:

[Signature]
County Clerk

[Signature]
County Attorney

NOTICE OF LIMITS

FOR

FY 2010 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned full-time to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For Fiscal Year 2010, the maximum limits for reimbursements under these CRAs are \$1,408.60 per month and \$16,903.25 per year for each officer assigned full-time to the task force. These limits are effective for overtime worked on or after October 1, 2009.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Walter V. Meslar
Head of Contracting Activity
Federal Bureau of Investigation

5/14/09
Date

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
SARPY COUNTY SHERIFF'S OFFICE

TASK FORCE FILE #: 288-OM-C43128

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Omaha Cyber Crime Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Sarpy County Sheriff's Office, located at 1208 Golden Gate Drive, Papillion, Nebraska, 68046, Taxpayer Identification Number 47-6006504, Telephone Number 402-593-2288, that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.
2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.
5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

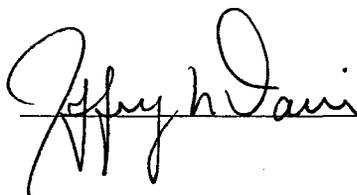
7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2009 must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

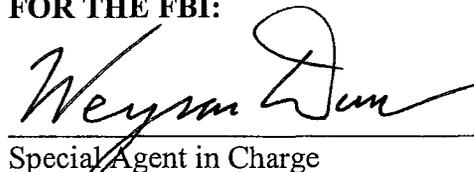
10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

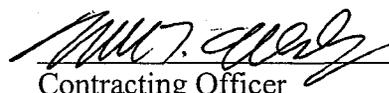


Date 5/10/10

FOR THE FBI:



Special Agent in Charge Date 5/12/2010



Contracting Officer Date 5/19/2010
FBI Headquarters

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Agreement between the Sarpy County Sheriff's Office and the Federal Bureau of Investigation (FBI) for Overtime Reimbursements

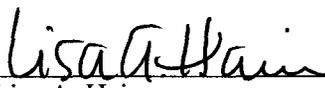
On March 16, 2010, the County Board will be asked to approve the attached Agreement with the Sarpy County Sheriff's Office and the Federal Bureau of Investigation (FBI).

The Agreement provides funding for the Sarpy County Sheriff's Office (SCSO) to receive reimbursement for the cost of overtime incurred by officers assigned full-time to FBI managed task forces, provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Local Enforcement Agency (LEA) and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For Fiscal Year 2010, the maximum limits for reimbursement under the CRA's are \$1,408.60 per month and \$16,903.25 per year for each officer assigned full-time to the task force. These limits are effective for overtime worked on or after October 1, 2009.

Please do not hesitate to contact me if you have comments or questions.

March 11, 2010



Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Sheriff Davis
Monty Dagaanaar
Deb Houghtaling