

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE (OCDETF) OVERTIME REIMBURSEMENT AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI)

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 Sarpy County Sheriff's Office assists the FBI on the Organized Crime Drug Enforcement Task Force (OCDETF); and,

WHEREAS, the Sarpy County Sheriff's Office incurred overtime expenses while assisting the FBI; and,

WHEREAS, the FBI requires an agreement be signed in order for Sarpy County to receive reimbursement for overtime incurred by the Sarpy County Sheriff's Office while assisting the FBI on the OCDETF; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the agreement with the FBI for reimbursement of overtime incurred by the Sarpy County Sheriff's Office while working the OCDETF.

DATED this 28th day of June, 2011.

MOVED by Jim Nebuda, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
Tom Richard

none

Warren

ABSTAIN:
none

Attest: X

SEAL

[Signature]
County Clerk



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 #: 476006504 DC#: _____

Amount Requested: <u>\$ 805.85</u>
Number of Officers Listed: <u>3</u>
From: <u>04/25/2011</u> Beginning Date of Agreement
To: <u>09/30/2012</u> Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: <u>WC-NE-186</u>
Federal Agency Investigation Number: <u>245D-OM-52603</u>
State or Local Agency Name and Address: <u>Sarpy County Sheriff's Office</u> <u>8335 Platteview Rd</u> <u>Papillion, NE 68046</u>

State or Local Agency Narcotics Supervisor: <u>Sgt. Don Voss</u>
Telephone Number: <u>(402) 593-2288</u>
E-mail Address: <u>dvoss@sarpy.com</u>
Fax Number: <u>(402) 593-4323</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>SSA Kevin R. Hytrek</u>
Telephone Number: <u>402-530-1218</u>
E-mail Address: <u>Kevin.hytrek@ic.fbi.gov</u>

Sponsoring Federal Agency(ies): <u>FBI</u>

Please provide the name, telephone number, e-mail address, and fax number 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: Jennifer Polenz, Sarpy County Sheriff's Office

Telephone Number: 402-593-4404

E-mail Address: jpolenz@sarpy.com

Fax Number: (402) 593-4323

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, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, 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 and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, October, 2010.
1. No individual agreement with a State or Local department 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 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 as soon as possible after determining that no work is being performed.
5. The State and Local law enforcement agency must provide billing estimates or activity on a monthly basis.
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 in 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. Reimbursement will not be authorized without 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 & Local official.
13. 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 receive a memo notifying them of the changes.
14. 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 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.

15. 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.
16. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

17. 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.
18. 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. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.
19. 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.
20. 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.
21. 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.
22. 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 Coordinator or designee must initial all funding changes.

23. 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 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:	<u>Tom Michael</u>	<u>Chairman</u>	<u>6/28/11</u> <u>4/25/2011</u>
	<i>Authorized State or Local Official</i>	<i>Title</i>	<i>Date</i>
Approved By:	_____	_____	_____
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>		<i>Date</i>
Approved By:	_____	_____	_____
	<i>Sponsoring Agency Regional OCDETF Coordinator</i>		<i>Date</i>
Approved By:	_____	_____	_____
	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>		<i>Date</i>

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified:	_____	_____
	<i>OCDETF Executive Office</i>	<i>Date</i>
Approving Official:	_____	_____
	<i>OCDETF Executive Office</i>	<i>Date</i>

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: Sarpy County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: WC-NE-186

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.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Mark Shiller	Investigator	04/20/1966
2.	Rachel Spurgeon	Deputy	06/25/1977
3.	Don Voss	Sergeant	02/14/1956
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of “Full-Time Participation” Exemption

The Southwest Region Coordination Group includes in the definition of “full-time participation” as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. Some regular hours must be worked before overtime will be reimbursed.

~~Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. **All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use.** If special circumstances are not approved in advance, the exception may not be granted.~~

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

OCDETF Agreement Instructions

The attached OCDETF Agreement is requested to be completed by your organization to qualify for OCDETF reimbursement of overtime. Please complete the form(s) as follows and return to the individual listed below:

- ~~1. State/Local department official or representative must fill in all high-lighted areas and verify all other information for accuracy. Make corrections (if needed) by putting a single line through the incorrect information, writing the correct information in pen and then initially next to it.~~
2. After reading entire document, State/Local department official (only) must sign page five.

If you have any questions, please contact:

SST Cindy Roby
FBI – OM Division
4411 South 121st Court
Omaha, NE 68137
(402) 530-1256

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
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

TO: Sarpy County Board

FROM: Lisa A. Haire

RE: Sarpy County Sheriff's Office Overtime Agreement with Federal Bureau of Investigation (FBI)

On June 28, 2011 the County Board will be asked to authorize the Chairman to sign the Organized Crime Drug Enforcement Task Force (OCDETF) Overtime Agreement between the Sarpy Sheriff's Office and the FBI.

The agreement reimburses Sarpy County for overtime paid to Sarpy County Deputies for assisting the FBI on the Organized Crime Drug Enforcement Task Force (OCDETF). This agreement will request reimbursement of \$805.85 for overtime paid from April 28, 2011 – June 1, 2011.

Please contact myself or Jennifer Polenz in the Sarpy County Sheriff's Office with questions.

June 24, 2011

Lisa A. Haire

cc: Mark Wayne
Brian Hanson
Scott Bovick
Sheriff Davis
Jennifer Polenz
Deb Houghtaling