

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000731

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE REVISED ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE (OCDETF) OVERTIME REIMBURSEMENT AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND RESCINDING RESOLUTION #2013-107

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 incurs overtime expenses while assisting the FBI; and,

WHEREAS, the Chairman signed an OCDETF Overtime Agreement on April 23, 2013 (Resolution #2013-107), however that agreement was incorrect; and

WHEREAS, because the previous agreement was incorrect, several revisions were made by the FBI, thus requiring Sarpy County to sign a revised agreement; and

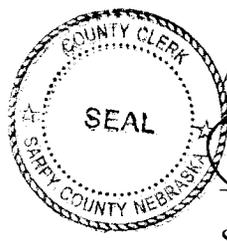
WHEREAS, the FBI requires a revised agreement to be signed in order for Sarpy County to receive reimbursement for overtime incurred by the Sarpy County Sheriff's Office while assisting the FBI on the OCDETF.

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the revised OCDETF Overtime Agreement, a copy of which is attached hereto.

BE IT FURTHER RESOLVED, that Resolution #2013-107 is hereby rescinded.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 4th day of June, 2013.

[Signature]
Sarpy County Board Chairman



ATTEST:
[Signature]
Sarpy County Clerk *Chief Deputy*



OFFICE OF THE SHERIFF MEMORANDUM



From the desk of:

Jennifer Polenz

To: Sarpy County Board of Commissioners
CC: Chris Vance
Date: May 31, 2013
Re: OCDETF Agreement (New resolution)

Board of Commissioners,

I've asked the County Attorney's Office to rescind the pending Resolution 2013-107 for the approved OCDETF agreement between the Sheriff's Office and the FBI. The original agreement the Board signed was NOT the agreement we received back from the FBI with their signatures. Apparently the FBI mistakenly sent us an old 2010 FY agreement (template). Instead of sending us the correct agreement, they copied our Board member's signature onto the new 2013 FY agreement (which is not the same contract) signed it and sent it back to us. At the request of the County Attorney I asked the FBI to send us a new 2013 agreement (template) to go through the Board approval process again. My apologies for any inconvenience this may have caused. If you have any questions please feel free to contact me at 402-593-4404.

Thank you,
Jen Polenz

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

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle 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 4, 2013 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. This agreement overrides an agreement previously signed on April 23, 2013. The previous agreement sent by the FBI to Sarpy County was incorrect and several revisions were made by the FBI thus requiring Sarpy County to sign a new agreement.

This 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 \$1,500 for overtime costs.

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

May 31, 2013

Lisa A. Haire

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

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 #: 47-6006504

DC#: _____

Amount Requested:
\$ 1,500

Number of Officers Listed: 3

From: 04/02/2013
Beginning Date of Agreement

To: 09/30/2013
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative
 Number: _____

Federal Agency Investigation
 Number: _____

State or Local Agency Name and Address:
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046

State or Local Agency
 Narcotics Supervisor: _____

Telephone Number: 402-593-4404

E-mail Address: _____

Fax # (if applicable): _____

Sponsoring Federal Agency
 Group/Squad Supervisor: _____

Telephone Number: _____

Sponsoring Federal Agency(ies):
Federal Bureau of Investigation

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 # (if applicable): 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, Fiscal Year 2013.
2. 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/Deputy 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 must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator 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 Agency indicates that it is no longer performing work under a particular Agreement, the State and 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 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. It is the responsibility of the State & Local Agency 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 & 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, 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 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.

MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5th) BUSINESS DAY OF THE CURRENT MONTH.

Approved By:	<i>James Wane</i>	Chairman	6/4/13
	<i>Authorized State or Local Official</i>	Title	Date
Approved By:	<i>Kul Gao</i>		6/13/13
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>		Date
Approved By:	<i>W. J. Omea</i>		6/26/13
	<i>Sponsoring Agency Regional OCDETF Coordinator</i>		Date
Approved By:	<i>Sam Bertalot</i>		7/2/13
	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>		Date

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: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

Addendum A

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (9) of the Agreement approval section, there is an exception allowed for the "State or local officers unable to be assigned to an OCDETF investigation on a full-time basis" and an exception is granted by the OCDETF coordination group.

Continued below:

Any Other Exceptions or Justifications

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

However, given the size of the narcotics units in most of the department in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
West Central Region
Policy on Overtime Reimbursement

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ration between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on Agreement cover sheet)

Name: Sarpy County Treasurer's Office	
Address:	8335 Platteview Rd. Papillion, NE 68046
Taxpayer ID Number:	
Contact Person Name: .	Telephone Number:

FINANCIAL INSTITUTION INFORMATION

Bank Name: Pinnacle Bank of Papillion
Nine-Digit
Depositor Account Number:
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

Law Enforcement Sensitive



U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
West Central Region

Thomas F. Eagleton Courthouse
111 S. 10th Street, Suite 20.333
St. Louis, MO 63102

314-539-2200
Fax: 314-539-2312

Memorandum

July 25, 2013

To: Sarpy CSO
8335 Platteview Road
Papillion, NE 68046

From: 
AUSA OCDETF Coordinator
West Central Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2013

OCDETF Investigation #
WC-NE-0203

DCN:
M329245

Sponsoring Federal Agency:
FBI

Sarpy CSO

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -\$1,500.00. This de-obligation gives your agency a total amount funded of \$0.00 for this fiscal year which ends September 30, 2013.

<u>Funding History</u>	<u>Funding Date</u>	<u>Change</u>	<u>Total</u>
Beginning Agreement Amount	04/02/2013	\$ 1,500.00	\$ 1,500.00
Funding Change	07/25/2013	-\$ 1,500.00	\$ 0.00

Please do not hesitate to contact _____ if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.