

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the cost  
 2 reimbursement agreement with the United States Department of Agriculture for reimbursement of cost  
 3 of police services provided through September 30, 2015. This agreement supercedes the agreement  
 4 as approved by council RES 14-1595. The agreement will be entered into and a copy kept on file in the  
 5 Office of Financial Services.  
 6

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of **POLICE**

\_\_\_\_\_ 

By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: \_\_\_\_\_

Approved by City Attorney

By: \_\_\_\_\_

Approved by Mayor for Submission to Council

By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Adoption Certified by Council Secretary

By: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_

**UNITED STATES DEPARTMENT OF AGRICULTURE  
OFFICE OF INSPECTOR GENERAL**

**COST REIMBURSEMENT AGREEMENT**

This Agreement is made between the United States Department of Agriculture, Office of Inspector General (OIG) and the Saint Paul Police Department (SPPD) (tax identification number 41-6005521, NCIC ORI No. MN06209).

WHEREAS, OIG and the SPPD are conducting an investigation into Supplemental Nutrition Assistance Program (SNAP) fraud that began in January 2014 and the investigation is continuing and ongoing. The parties agree to the following:

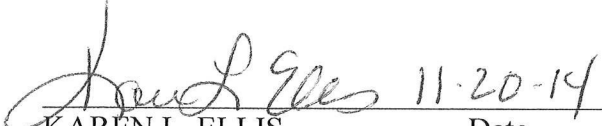
1. To conduct and participate in joint law enforcement operations and to:
  - a. Cooperate in a comprehensive law enforcement effort to identify and locate individuals and businesses involved in SNAP fraud and related violations of law throughout the State of Minnesota and other States in violation of State and Federal laws including, but not limited to:
    - 7 U.S.C. § 2024 (SNAP Fraud);
    - 18 U.S.C. § 371 (Conspiracy);
    - 18 U.S.C. § 2314 (Interstate Shipment of Stolen Goods);
    - 18 U.S.C. § 2315 (Sale or Receipt of Stolen Goods);
    - 18 U.S.C. § 1956 (Money Laundering); and
    - 18 U.S.C. § 1962 (Racketeer Influenced and Corrupt Organization (RICO)).
  - b. Conduct appropriate law enforcement operations and engage in traditional methods of investigation to effectuate prosecutions before the courts of the United States, the State of Minnesota, and/or other States.
  - c. Gather intelligence relating to SNAP fraud, dealing in proceeds of unlawful activity, and related violations of law.
2. To accomplish the objectives of the joint law enforcement operations outlined above, the SPPD agrees to assign experienced officers to the joint activities, as requested by the OIG, Midwest Region, Special Agent-in-Charge (SAC).
3. To accomplish the objectives of the joint law enforcement operations outlined above, OIG agrees to participate with the SPPD to coordinate resources as needed to assist in meeting the goals of the joint task force effort. Permissible expenses reimbursable under this Agreement may include overtime relating to SPPD officers, investigative equipment, travel, intelligence data gathering expenditures, and other joint operation support costs, relating to State or local law enforcement officers. For Fiscal Year (FY) 2015, funds under this CRA must be used primarily (at least 90 percent) for overtime expenses; no more than 10 percent of funds may be used for permissible expenses other than overtime. With respect to approved funding for

this joint law enforcement operation, OIG will obligate in its financial management system an amount equal to the total authorized funding under this Agreement for the joint operation, as specified below in paragraphs four through nine.

4. Subject to the availability of funds from the Department of Justice Assets Forfeiture Fund, OIG will administer the funds to SPPD for reimbursement of overtime relating to SPPD officers, investigative equipment, travel, intelligence data gathering expenditures, and other joint operation support costs incurred while engaged in the joint law enforcement operations under this Agreement. For FY 2015, funds under this CRA must be used primarily (at least 90 percent) for overtime expenses; no more than 10 percent of funds may be used for permissible expenses other than overtime.
5. The SPPD will submit a reimbursement request to the regional OIG office on a monthly basis by the 15th of the following month, covering incurred costs to OIG for disbursement of funds for overtime relating to SPPD officers, investigative equipment, travel, intelligence data gathering expenditures, and other joint operation support costs. For FY 2015, funds under this CRA must be used primarily (at least 90 percent) for overtime expenses; no more than 10 percent of funds may be used for permissible expenses other than overtime. The reimbursement request must include the following information: FMMI Code 155410R2000706RADOJAJR706AG; and Purchase Order No. 4500058606.
6. Upon receipt, the regional SAC will review the reimbursement request to ensure that the request contains only costs that may be lawfully reimbursed based upon the standards and criteria enunciated in 28 U.S.C. § 524(c)(1)(I). The maximum total amount for authorized reimbursement pursuant to this Agreement is five thousand dollars (\$5,000), of which only 10 percent, i.e., five hundred dollars (\$500), may be used to reimburse the SPPD for permissible expenses other than overtime.
7. During the period of the joint law enforcement operations outlined above, the SPPD will remain responsible for the payment of costs incurred by SPPD personnel.
8. More than one law enforcement agency may be involved in the joint law enforcement operation as outlined above. OIG will reimburse funds for expenses incurred in the conduct of the joint law enforcement operation as outlined above only to the entity identified in this Agreement. If more than one State or local law enforcement agency is participating in the joint law enforcement operation, separate reimbursable agreements must be entered into with each law enforcement agency in order to reimburse costs as approved by the Department of Justice Assets Forfeiture Fund.
9. In no event will the SPPD charge any indirect costs to OIG for the administration or implementation of this Agreement.
10. The SPPD shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement, in accordance with generally accepted accounting principles and instructions provided by OIG to facilitate onsite auditing and inspection of such records and accounts.

11. The SPPD shall permit and have readily available for examination and auditing by OIG, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. The SPPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.
12. The SPPD shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and all requirements imposed by applicable regulations.
13. All overtime payments from all Federally-provided sources for each individual State or local officer participating in the joint law enforcement operation with the Federal Government shall not exceed 25 percent yearly base pay of a GS-12, Step 1, taken from the general pay scale at the beginning of each Federal Government fiscal year, without any locality pay or other adjustments during the fiscal year. For purposes of this Agreement, "overtime" shall not include any costs for benefits, such as retirement, FICA, or other expenses.
14. All final costs must be incurred by September 30, 2015. All requests for payment and supporting documentation must be submitted to the regional SAC no later than October 15, 2015. Reimbursement requests for permissible expenses other than overtime must be provided to OIG for processing after September 1, 2015.
15. Billings for all outstanding expenditures must be received by OIG within thirty (30) days of the termination date for the joint law enforcement operation, but no later than October 15, 2015. OIG will only be responsible for the disbursement of funds for authorized overtime relating to SPPD officers, investigative equipment, travel, intelligence data gathering expenditures, and other joint operation support costs, as specified by and during the term of this Agreement. For FY 2015, funds under this CRA must be used primarily (at least 90 percent) for overtime expenses; no more than 10 percent of funds may be used for permissible expenses other than overtime.
16. The regional SAC will ensure that all final billing is received by the Investigations Business Operations Division SAC no later than October 20, 2015.
17. This Agreement becomes effective upon the date that the last party signs the Agreement. This Agreement may be terminated by either party with thirty (30) days advance written notice. Any amendments to this Agreement must be in writing and signed by both parties.
18. In the event that OIG's Financial Management Division needs to contact the SPPD for additional financial information in order to process authorized reimbursements pursuant to this Agreement, the SPPD designates the following official as the point of contact:

Amy Brown  
Research & Grants Manager  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, Minnesota 55101  
Telephone Number: 651-266-5507  
Facsimile: 651-226-5542  
E-Mail: Amy.Brown@ci.stpaul.mn.us

 11-20-14

KAREN L. ELLIS  
Assistant Inspector General  
for Investigations  
OIG

Date



THOMAS SMITH  
Chief of Police  
Saint Paul Policy Department

Date

\_\_\_\_\_  
City Attorney  
Saint Paul, Minnesota

Date

\_\_\_\_\_  
Director of the Office  
of Financial Service  
Saint Paul, Minnesota

Date